

THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL

OSIM INSPECTIONS AND ENGINEERING SERVICES FOR THE ALLAN'S MILL
BRIDGE

CONTRACT #2020-PW-004

ADDENDUM NO. 1

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE PROPOSAL PACKAGE
AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Date Issued: February 24th, 2020
Issued By: Amanda Mabo, Clerk

Please note the following changes, corrections, additions, deletions, information and/or instructions in connection with the Proposal Package. Failure to acknowledge receipt of this Addendum as per Part "A" – Information to Bidders may render your submission non-responsive.

This addendum is to address the following clarifications:

Clarifications:

The RFP submission deadline remains the same and is not changed by Addendum No. 1.

Questions & Answers:

Q1: Professional Liability Insurance: "The policy shall be renewed for 3 years after contract termination" is not possible as our insurance is renewed annually for 1 year term(s).

A1: The Township is not asking for a 3-year policy, only that it be renewed each year for 3 consecutive years after completion of the contract to cover off any late-reported claims or allegations.

Q2: Professional Liability Insurance: "90 day notice" can this be reduced to "60 day notice" which is currently standard practice for our Insurer.

A2: 90 days notice is the standard requirement from the Township's insurer.

Q3: Professional Liability Insurance: "The Township has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense." This must be removed or revised to "at the Township's sole expense". The cost of this premium would far exceed any value in the assignment to us.

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A3: The Extended Reporting Period would be requested by the Township only if the bidder was ceasing operations. Such an Endorsement would protect against unreported claims from all the contractor's contracts, not just this one, and as such, the Township should not have to bear any of the cost.

Q4: Professional Liability Coverage: "primary coverage" This requires us to obtain Specific Project Insurance Policy, which we are not willing to obtain for the anticipated value of the assignment.

A4: This is included to protect against any potential manuscript policy forms that push responsibility back onto the principal until a court finds the bidder liable, not to insist on a Project-Specific Policy. The overall Professional Liability policy will be first to respond since they will be doing the work as a contractor and not an employee of the Township.

End of Addendum No. 1

Amanda Mabo, Clerk
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