

**THE CORPORATION OF TAY VALLEY TOWNSHIP
PROPOSAL FOR (1) ROLL-OFF WATER TANK**

CONTRACT #2021-PW-002

ADDENDUM NO. 1

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

Date Issued: January 12, 2021
Issued By: Amanda Mabo, Clerk

Please note the following changes, corrections, additions, deletions, information and/or instructions in connection with the RFP 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 change(s) to the RFP:

Section 13 of Part "A" has been deleted in its entirety and replaced with the following:

The successful Company shall provide the following insurance:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/\$5 million annual aggregate for any negligent acts or omissions relating to the obligations under agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; garage liability; premises, property & operations; non-owned automobile; broad-form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add Tay Valley Township as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile Liability Insurance

Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than \$2 million inclusive for each and every loss.

Motor Truck Cargo

Motor Truck Cargo covering the physical damage to the Water Tank while being transported / delivered to the Township. Coverage shall be written on an 'All Risks' basis including loading and unloading. Basis of loss settlement shall be Replacement Cost.

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Other Requirements

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Township shall bear no cost towards such deductibles.

The Company is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township

The Company shall provide the Township with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

The successful Company shall indemnify and save harmless the Tay Valley Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Company, their officers, employees, agents, or others to whom the Company is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this agreement and shall survive this agreement.

End of Addendum No. 1

Amanda Mabo, Clerk
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