

ADDENDUM NO. 2
to the
INVITATION TO TENDER
for
DRAKE ROAD TRAIL
ITT NO. SSI 2021-005

To All Respondents:

August 17, 2021

The following changes, additions, and/or deletions are hereby made a part of the Invitation to Tender Documents for Capital Regional District, **ITT NO. 2021-005 Drake Road Trail** as fully and completely as if the same were fully set forth therein:

The following changes relate to modifying the schedule of prices and estimated quantities; removing the requirement for course of construction insurance / wrap-up liability insurance and a letter of credit for the guarantee period; replacing same with a requirement for third party liability insurance and a two year guarantee of materials and workmanship; and clarifying that Level II First Aid services are not provided by the Owner.

Replace

Replace: Schedule of Prices and Estimated Quantities

Replace Schedule of Prices and Estimated Quantities (Page 19) of the Invitation to Tender, SSI 2021-005 Drake Road Trail document with the attached document below:

ITT SSI 2021-005 Drake Road Trail Schedule of Prices and Estimated Quantities

Remove

Remove: Instructions to Tenderers: 2.5 Letter of Credit for Guarantee Period

The Tenderer's attention is drawn to the requirement, outlined in General Conditions Article 30, to provide a standby irrevocable commercial letter of credit to be used if necessary by the Owner to rectify deficiencies during the Guarantee Period.

Replace: Instructions to Tenderers: 2.5 Letter of Credit for Guarantee Period Not Required

The Tenderer will not be required to provide a letter of credit. Per General Conditions Article 30, the Tenderer will be required to guarantee workmanship and materials for a one year period from time of the Owner's Notice of Acceptance.

Amend

- In Article 30, appearing after 30.4 and before 31, remove the form for a Letter of Credit for Guarantee Period;
- In Article 30, replacing the one year guarantee of materials and workmanship with a two year guarantee;

- In 50.2, remove “and after the Letter of Credit has been deposited in accordance with Article 30”;
- In 51.2, remove “and after the Letter of Credit has been deposited in accordance with Article 30,”;
- In 54.2, remove item 54.2(f) “The Contractor has provided a Standby Irrevocable Letter of Credit as stipulated in Article 30.”

Remove and Replace: General Conditions: 37. SAFETY REQUIREMENTS (37.22.)

Remove “Level 2 first aid services are provided by the Owner during the hours of 6:30 a.m. to 5:30 p.m., Monday to Friday and 7:00 a.m. to 3:30 p.m., Saturdays.”

Replace with “First aid services shall be the responsibility of the Contractor and must conform to the first aid section of the WorkSafeBC Occupational Health and Safety Regulation for high risk workplaces.”

Remove: General Conditions: 55. INSURANCE: Wrap Up Liability Insurance

Wrap Up Liability Insurance acceptable to the Owner with limits of liability of not less than THREE MILLION DOLLARS (\$3,000,000.00) inclusive, for bodily injury and property damage for any one occurrence or series of occurrences arising out of one cause and not less than THREE MILLION DOLLARS (\$3,000,000.00) for personal injury.

The insurance shall be in the joint names of the Contractor and the Owner.

The Wrap Up Liability Insurance shall include but not necessarily be limited to the following coverage:

- (a) Premises and operations liability;
- (b) Products and completed operations liability;
- (c) Blanket contractual liability;
- (d) Bodily injury and property damage on an "occurrence" basis;
- (e) "All Risk" property damage including the loss of use of property;
- (f) Owner's and Contractor's protective liability;
- (g) Elevator and hoist liability;
- (h) Contingent employer's liability;
- (i) Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry;
- (j) Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable; and
- (k) Cross liability or severability of interest clause.

The insurance shall continue for a period of at least ONE (1) YEAR beyond the date of the Owner's Notice of Acceptance for the completed operations hazard.

Remove: General Conditions: 55. INSURANCE: Builder's Risk Course of Construction Insurance

Builder's Risk insurance acceptable to the Owner, insuring the full value of the work in the amount of the Total Tendered Amount, and full value as stated of products, if any, that are specified to be provided by the Owner for incorporation into the work.

The insurance shall be in the joint names of the Contractor, the Owner and Great Pacific Consultant, and shall include the interests of the Contractor, the Owner, the subcontractors and all others having an insurable interest in the work.

The policy shall preclude subrogation claims by the insurer against anyone insured thereunder and shall contain the following clause:

"It is agreed that the right to subrogation against the Owner and the Engineer or any of their parent, subsidiary, or affiliated companies or corporations or any employee thereof is hereby waived."

The policy shall be written to insure the work on an "All Risks" basis granting coverage at least equivalent in scope to that provided by the form known and referred to in the Insurance Industry as IAO Form 507, All Risks Builders Risk - Comprehensive Form, including flood and earthquake, subject to a deductible not exceeding FIVE THOUSAND DOLLARS (\$5,000.00) for all losses except TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) flood and TEN PERCENT (10%) earthquake.

The policy shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract time relative to the extent of the loss or damage as the Engineer may decide in consultation with the Contractor.

Amend

Amend: Insurance: Commercial General Liability Insurance (CGL)

Insert into 55. INSURANCE: Commercial General Liability Insurance (CGL) the following:

Contractor shall procure, at its own expense, provide and maintain during the term of the Contract the following insurance in a form acceptable to CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia, Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations:

- a) The policy shall be an occurrence-based policy with a three million (\$3-million) minimum limit;
- b) The Capital Regional District shall be named as an additional insured;

- c) The policy shall contain a separation of insureds, cross liability clause in its conditions;
- d) The policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation or alteration has been given to the CRD; and
- e) The Contractor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate or certificates of insurance shall include certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

Other

Question 1: Please confirm the total number of stone stairs expected to ensure all bidders have a clear understanding of what's required.

Answer: 14 stone risers with a rise of 200 mm.

End of Addendum.

Dan Ovington
Manager Salt Spring Island Parks and Recreation