



The Corporation of the Town of Whitby

T-106-2017

Land Registry Office Renovations

Addendum #1 - December 14, 2017

This Addendum shall form an integral part of the Tender and forms part of the contract documents for the above noted project. The Addendum must be acknowledged as instructed.

I. Revisions

1. **The Closing Date has been extended to Thursday, January 4, 2018. The closing time remains unchanged.**

2. Refer to Part A – Instructions to Bidders. Delete Clause 18.0 – Performance Evaluation and replace with the following:

“Contractor performance evaluations will be completed periodically by the Contract Administrator to ensure that the work and/or services are performed in accordance with the contracted specifications and the Town’s policies. The Town may, without invalidating the contract, suspend performance by the Contractor, for all or any portion of the work, until such time as any performance issues have been resolved.

The Contractor agrees that the results of the performance evaluation(s) will be considered for any future awards, and will have a direct impact and influence in the selection of the Contractor on future awards. Documented poor performance may result in disqualification from bidding on any one type of project or all projects for a period of up to 2 years. Previously documented poor performance (of which the Town shall be sole judge) may result in disqualification of the Bidder’s submission for this tender.”

3. Refer to Part A – Instructions to Bidders. Delete Clause 28.0 – Insurance and replace with the following:

“Provide insurance as required by GC 11.1 of the CCDC 2-2008 General Conditions, as amended by the CCDC 2-2008 Supplementary Conditions.”



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4. Refer to Part B – Amendments to CCDC 2-2008 Supplementary Conditions and revise as follows:

i. Add new supplementary condition SC 59 as follows:

“SC 59 GC 11.1 – INSURANCE”

59.1 Delete paragraph 11.1.1.3.

59.2 Add new paragraph 11.1.1.8 as follows:

.8 If so noted in the contract documents then the Contractor shall provide Employee Dishonesty/Crime Insurance, which has been appropriately endorsed to include third party coverage in the amount of five million dollars (\$5,000,000).

59.3 Delete paragraph 11.1.2 and replace with the following:

Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*. Confirmation of coverage with respect to General Liability and Automobile Liability insurance shall be provided using the Town of Whitby's [Certificate of Insurance form](#), (enclosed in this web link).

59.4 Delete paragraph 11.1.5 and replace with the following:

All required insurance policies shall be with insurers licensed to do business in the Province of Ontario and shall be acceptable to the Owner.

59.5 Add new paragraph 11.1.9



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11.1.9 Evidence of insurance specified herein (and any renewals thereof) shall be provided to the Owner prior to the Contractor commencing any portion of work."

ii. Add new supplementary condition SC 60 as follows:

"SC 60 GC 12.1 INDEMNIFICATION

60.1 Delete paragraphs 12.1.1 through 12.1.6 and replace them with the following:

12.1.1 The Contractor shall indemnify, defend and hold harmless the Owner and the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract provided such claims are:

- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
- .2 caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and
- .3 made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of Work.

Except as otherwise provided in this Contract, the Owner expressly waives the right to indemnity for claims other



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than those stated above.”

II. Questions and Answers

An addendum will be issued the week of December 18, 2017 to address the questions received and to provide the minutes from the optional site meeting.

Inquiries:

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End of Addendum #1