

**Township of  
Edwardsburgh/Cardinal  
PUBLIC WORKS DEPARTMENT**

18 Centre Street, P.O. Box 129  
Spencerville, ON K0E 1X0

**CONTRACT No. EC-PW-24-04  
Weir Road Bridge Rehabilitation  
ADDENDUM NO. 2**

The following is issued as an addendum to the Contract No. EC-PW-24-04 tender document:

**The following addition to the Tender Document specifies the insurance requirements:**

**INSURANCE REQUIREMENTS**

Unless otherwise specified by the Municipality in writing, the Contractor shall, at its own expense (including the cost of deductibles), obtain and keep in full force and effect and during the term of the contract, including all renewals and extensions, the following forms of insurance with insurers licensed and approved to operate in the Province of Ontario:

Commercial General Liability insurance including premises and all operations for an amount not less than five million (\$5,000,000) dollars per occurrence. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations
- contractual liability
- personal injury
- Municipality and Contractor's protective coverage
- non-owned automobile

and contain a cross liability and severability of interest clause.

The following may apply:

a) If applicable to the construction project described in the Contract, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.

b) To achieve the desired limits, umbrella or excess liability insurance may be used.

**Automobile Liability** insurance including all vehicles and commercial trailers owned and/or leased by the vendor for an amount not less than **five million (\$5,000,000.00) dollars** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.

The Contractor shall carry a **Contractor's Pollution Liability** policy for a limit of not less than **five million (\$5,000,000) dollars** per occurrence. The policy shall provide coverage for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs and shall remain in force twelve (12) months following completion of work. Alternately, Contractor's Pollution Liability may be endorsed under the CGL policy with limits of no less than \$5,000,000 per occurrence.

The Commercial General Liability and Contractor's Pollution Liability policy shall include **The Corporation of the Township of Edwardsburgh / Cardinal and Keystone Bridge Management Corp.** as an additional insured in respect of all operations performed by or on behalf of the Contractor in relation to the Contract requirements.

An updated Certificate of Insurance shall be supplied no later than thirty (30) days prior to the expiry date of any required coverage.

Each policy of insurance shall provide that the policy shall be non-contributing with and shall apply only as primary and not excess to any other insurance available to the Corporation of the **Township of Edwardsburgh / Cardinal**. The above required insurance shall remain in effect for the duration of the Contract.

The Contractor must ensure that all subcontractors and any other individual or company they hire and/or assign, in relation to this agreement meet or exceed the requirements and limits of insurance requested in this section.

The Municipality reserves the right to require additional types of insurance coverage or higher limits of insurance coverage depending on the type of exposure and nature of the Contract.

The following questions relative to the above Contract received to date are answered herein and clarify the Contract.

**Q1 Does the Contract have Liquidated Damages?**

**Answer:** There are no liquidated damages provisions in the Contract.

**Q2 Page 4 of the documents state a certified cheque is required but section 1.6 speaks of a bid bond. Please confirm that a bond is acceptable.**

**Answer:** A bid deposit and an agreement to bond is required.

**Q3 Is the performance bond required at time of tender or just the agreement to bond?**

**Answer:** The Agreement to Bond is required to be submitted with the Tender.

**Q4 We understand that the SNCA permit is the responsibility of the contractor but has the Municipality applied for the permit yet, as they may take some time to get?**

**Answer:** The Municipality has not applied for the permit.

**THIS ADDENDUM IS ISSUED BY EMAIL and is part of “Contract No. EC-PW-24-04”**

Please contact the Township of Edwardsburgh/Cardinal Public Works Department by e-mail to acknowledge receipt of this addendum in addition to **returning this as part of your tender.**

Except as and to the extent that they are amended by the foregoing, all other terms, conditions and provisions of the tender documents and contract documents remain in full force and effect.

Date of Issue: April 4, 2024  
Township of Edwardsburgh/Cardinal  
Public Works Department

Signature of Tenderer

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Company Name

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