

## **Request for Proposal: Consultant – Design Recommendation, Design and Project Management 6.5m x 21.5m Culvert #11 Replacement West Poverty**

### **2021-01 Addendum #1**

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**Q1:** The final sentence in Section 1.14 (b) indicates our insurance shall indemnify the municipality from anything that “may arise from the bidder’s operations under this contract”. Professional Liability Insurance will not cover this statement and is based solely on negligent acts (errors and omissions). We recommend this requirement be revised to better reflect the below excerpt from the Association of Consulting Engineering Companies – Ontario and Municipal Engineers Association’s standard Consulting Engineering Agreement between clients and consultants. The entire document can be found here [https://ceo.starchapter.com/images/downloads/MEA-ACEC-Ontario\\_Agreement\\_Construction\\_Act\\_Compliant\\_2019-\\_Fillable\\_Fields\\_Rebrand\\_November\\_2020.pdf](https://ceo.starchapter.com/images/downloads/MEA-ACEC-Ontario_Agreement_Construction_Act_Compliant_2019-_Fillable_Fields_Rebrand_November_2020.pdf)

#### Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers, or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers, or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

**A1:** The successful bidder (Consultant) will be required to carry appropriate insurance coverage, for the duration of the project for which services are to be provided including work during any required maintenance period, including a minimum of FIVE MILLION DOLLARS (\$5,000,000.00) General

Commercial Liability Insurance including equivalent level of coverage for non-owned and company owned vehicles (where applicable). The coverage shall include premises and all operations liability to be performed by the successful bidder. This insurance coverage shall include the Municipality as an additional insured. The successful bidder shall also carry Professional Liability Insurance (Errors and Omissions) in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00). As part of their proposal submission, proponents must acknowledge (confirm) that the minimum insurance requirements are satisfied. The successful proponent, if any, will be required to submit formal proof of insurance coverage within ten (10) business days of the notification of award of the assignment. The Consultant's insurance policies will require that the Municipality be notified thirty (30) days in advance in the event the insurance policies are cancelled or changed in any manner. The Consultant shall be required to pay any deductible amounts in connection with all insurance policies.

**Q2:** Can Magnetawan confirm if the existing culvert is located entirely within a municipal road allowance or otherwise land owned by the Municipality?

**A2:** According, to our CGIS mapping Yes