



209-2010 ADDENDUM 7

PRINT SOLUTIONS AND RELATED SERVICES

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: August 19, 2010
BY: Coleen Groening
TELEPHONE NO. (204) 986-2491

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Revise B2.1 to read: The Submission Deadline is 12:00 noon, Winnipeg time, **August 24, 2010**.

PART D – SUPPLEMENTAL CONDITIONS

Revise D20.2 to read:

- D20.2 The Contractor shall save harmless and indemnify the City up to, **and in no event shall Contractor's aggregate liability under this Agreement exceed**, the amount of five million dollars (\$5,000,000), against all **direct** costs, damages or expenses including reasonable legal costs arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any real or tangible property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.

Revise D20.2.2 to read:

- D20.2.2 Subject to D20.3, the City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand (**except those contemplated in D20.2 (f) which the Contractor shall be responsible for settling and/or defending and paying any such claim**) and charge the Contractor with the amount so paid or to be paid in effecting a settlement.