

451-2018 ADDENDUM 4

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR BILL AND HELEN NORRIE LIBRARY

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL ISSUED: July 23, 2018 BY: Maria Petsa TELEPHONE NO. 204 – 391-5205

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

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

PART B – BIDDING PROCEDURES

Revise: B10.1 (a) to read: details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects **from each Proponent and Subconsultant** of similar complexity, scope and value.

PART C - GENERAL CONDITIONS

Revise: C10.4 to read: The Consultant may disclose Confidential Information to its employee, **legal, or financial advisors,** or Subconsultant who has a need to know for the purposes of the Services, provided first that prior to such disclosure each such Person shall have been made aware of the requirements of C10. The Consultant shall be responsible for any violation of C10 by any such Person.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D7.2 to read:

As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Pro ducts and Completed Operations aggregate and **\$2,000,000** general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than **\$2,000,000** per claim and **\$2,000,000** in the aggregate.