



890-2009 ADDENDUM 4

REQUEST FOR PROPOSALS FOR A COST OF SERVICE RATES STUDY

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: March 2, 2010
BY: Carmen Sorby
TELEPHONE NO. (204) 986-3855

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

Template Version: Ar20070420

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 D – SUPPLEMENTAL CONDITIONS

Add the following clauses:

D17. INDEMNITY

D17.1 Notwithstanding C16, the following Indemnity provisions shall apply:

- D17.1.1 The Contractor shall indemnify and save harmless the City from and against all claims, losses, costs, damages, suits, proceedings, or actions arising directly out of or related to the Contractor's activities in executing the Services to the extent attributable to Contractor's omissions, negligence/improper acts, wilful misconduct or delays in executing the Services.
- D17.1.2 The City may settle any such claim, suit or lien and charge the Contractor to the extent of the amount paid or to be paid in effecting a settlement or which may be adjudged due by the City.
- D17.1.3 The Contractor shall pay to the City the value of all legal services and disbursements required to defend it against any claim to the extent of Contractor's responsibility as defined in clause 17.1 herein arising out of the Agreement and in computing the value of such services no regard shall be had to the fact that the same may have been performed by a salaried employee of the City.
- D17.1.4 The Contractor shall pay to the City all costs taxed against the Contractor in any litigation between the Contractor and the City arising out of the Agreement.
- D17.1.5 The Contractor's liability to indemnify or reimburse the City under this Agreement shall not limit or prejudice the City from relying on the provisions of applicable legislation.

WARRANTY

D18 WARRANTY

D18.1 Notwithstanding C12, the following Warranty provisions shall apply:

- D18.1.1 Contractor shall be responsible to exercise due care with the appropriate degree of skill, competence and diligence normally employed by professional engineering and consulting contractors for similar work.

D18.1.2 Should the work not meet this standard of due care, the Contractor will re-perform the services not meeting this standard without additional compensation by the City.