



631-2012 ADDENDUM 7

REQUEST FOR PROPOSAL FOR FOR PROFESSIONAL CONSULTING SERVICES FOR COMMUNITY GREENHOUSE GAS INVENTORY, FORECAST, AND EMISSION REDUCTION OPPORTUNITIES ASSESSMENT

ISSUED: October 17, 2012
BY: Carmen Sorby
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URGENT

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

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

Template Version: Ar20120228

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: B2.1 to read:

The Submission Deadline is 4:00 p.m. Winnipeg time, **October 22, 2012.**

PART C – GENERAL CONDITIONS

Revise: C10:13 to read:

It is understood by the City and agreed by the Consultant that the fees are only payable when the Services have been performed to the satisfaction of the Project Manager and any partial payment in respect of a phase or part of a phase is not to be deemed a waiver of the City's rights of set-off at law under this Contract for costs or expenses arising from default or the negligence of the Consultant. Notwithstanding the foregoing, the City agrees that it will pay the Consultant for any portion of the invoice that the City feels, in its reasonable discretion, is not in dispute, within 30 days of receipt of the Consultant's invoice. If that undisputed portion remains unpaid for 90 days, the Consultant shall, upon seven (7) Business Days' written notice to the City as to their intension to suspend Services or terminate the Contract under this provision, have the right to suspend the Consultant's Services or terminate the Contract, without prejudice.

Revise: C12.2 to read:

The Consultant shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses and fees, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act, defect, error or omission of the Consultant, its servants or agents or persons for whom it has assumed responsibility, including Subconsultants, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater **(for purposes of this Section 12, Indemnity, referred to as "claim(s)").**

Add: C12.9 to read:

Further to C12.5, C12.6 and C12.7 the Consultant's indemnity to the City shall be limited to the percentage of responsibility attributed to the Consultant, as determined by a court of law or in binding arbitration, as the case may be, or failing such a determine, as mutually agreed to

between the parties, both acting reasonably, or failing agreement between the parties, as determined by the City, acting reasonably.