



## 151-2014 ADDENDUM 2

### REQUEST FOR PROPOSAL FOR THE PROVISION OF POINT-TO-POINT DATA CENTRE CONNECTIVITY

#### **URGENT**

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

ISSUED: February 12, 2014  
BY: Stanley Yuen  
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**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE REQUEST FOR PROPOSAL AND  
SHALL FORM A PART OF THE CONTRACT  
DOCUMENTS**

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**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.**

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#### **PART D – SUPPLEMENTAL CONDITIONS**

Add: D19

##### **D19 INDEMNITY**

- D19.1 Notwithstanding C16.1, the Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus twice the Contract value against all costs, damages or expenses 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 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.
- D19.2 Notwithstanding C16.2, the City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement, **subject to the Contractor's consent, which shall not be unreasonably withheld.**