



101-2011 ADDENDUM 3

SUPPLY AND DELIVERY OF FUELS

URGENT

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

ISSUED: April 21, 2011
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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 8 of Form A: Bid may render your Bid non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

- Add: D6.2 Notwithstanding C15.1, the Contractor shall not be liable for any indirect, special or consequential damages, arising from or in connection from this Contract.
- Add: D6.3 C15.2, C15.3 and C15.4 are deleted and replaced with the following:
- C15.2 The City has the right, acting reasonably and upon notice to the Contractor and with the prior consent of 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.
- C15.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City. The Contractor shall have the right to participate in the settlement or defence of the said action, proceeding claim or demand. Notwithstanding the foregoing, the Contractor shall have no obligation for payment of settlement and/or related legal fees under this section unless the Contractor consented to the settlement.
- C15.4 If the Contractor fails to make any payment required to be made to the City pursuant to C15.2 and C15.3, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.
- Add: D11.6 C6.32 is amended to read:
- C6.32 Where the Contractor determines that the Goods will not be delivered in accordance with the terms of the Contract, the Contractor shall promptly notify the Contract Administrator in writing, and shall be responsible for any damages, costs or expense to the City in connection with the delay, except as attributable to non-compliance of the City with the terms of the Contract. The Contractor shall not be entitled to any increase in the Contract Price.
- Add: D11.7 Further to C8, add C8.5 to read:

C8.5 Title of the goods shall pass to the City when goods pass the fitting on the City's receiving hose or pipe into its receiving tank or facilities, or as the goods pass the loading value into the delivery truck or other equipment provided by the City, as applicable.

Replace: D18.1 Notwithstanding C11, the warranty period for each item of work supplied shall begin on the date of successful delivery and shall expire 90 days thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.