



715-2022 ADDENDUM 7

NEWPCC AND SEWPCC MEDIUM VOLTAGE EQUIPMENT MAINTENANCE SERVICE CONTRACT

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
BID/PROPOSAL**

ISSUED: February 9, 2023
BY: Ryan Salunga
TELEPHONE NO. 204 451-5375

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID/PROPOSAL AND SHALL FORM
A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20160708

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

- Add: D1.2 Notwithstanding C17.1, The Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of 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, their 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, arising directly or indirectly by reason of the performance of the Work, 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, to construct, repair or maintain;**
 - (c) any claim for lien or trust claim served upon the City;
 - (d) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (f) inaccuracies in any information provided to the City by the Contractor.
- Add: D1.3 The Contractor shall pay to the City the value of all **reasonable** 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.
- Add: D2.12 to read: Notwithstanding C15.1, the Contractor shall not assign the Contract or any payments thereunder without the prior consent of the City, **which shall not be unreasonably withheld.**
- Revise: D20.1 to read: The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic, **or future pandemic or epidemic as declared by Health**

Canada or other appropriate health regulator. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D20.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic **or future pandemic or epidemic as declared by Health Canada or other appropriate health regulator**, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D20.4 For any delay related to COVID-19 **or future pandemic or epidemic as declared by Health Canada or other appropriate health regulator** and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D20.5 The Work schedule, including the durations identified in D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D20.6 Any time or cost implications as a result of COVID-19 **or future pandemic or epidemic as declared by Health Canada or other appropriate health regulator** and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

Revise: D32.1 to read: **Warranty shall be in accordance with C13, except for C13.2.2 and C13.5 which shall not apply.**