



# 540-2023 ADDENDUM 1

## SUPPLY AND INSTALL A 900MM CAST IRON FLAP GATE AT THE DARCY PUMPING STATION GATE CHAMBER

### URGENT

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

ISSUED: July 28, 2023  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2021-03-05

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 B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **August 2, 2023**.

### PART D – SUPPLEMENTAL CONDITIONS

Add: D27

#### **INDEMNITY**

#### **D27 INDEMNITY**

D27.1 Indemnity shall be as stated in C17.

D27.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent 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 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 pursuant to The Builders' Liens Act;
- (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.

D27.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent

acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.