

REQUEST FOR STANDING OFFERS (No 19-070)

Consulting Engineering for Operational Projects for Wastewater Services –
3-year Standing Offer Agreement.

Addendum #4 – Contract Amendments

Issued: Friday, November 8, 2019

This addendum shall be read in conjunction with and considered as an integral part of the Request for Standing Offers. Revisions supersede the information contained in the original Request for Standing Offers. No consideration will be allowed for any extras due to any Proponent not being familiar with the contents of this Addendum. All other terms and conditions remain the same.

ENGINEERING CONSULTANCY STANDING AGREEMENT

Contract Amendments:

ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP

Clause 7.1:

Add to the last sentence: **“unless ordered by a court, or to fulfill the Consultant’s professional practice obligations.”**

Clause 7.3:

Add a new sentence to the last paragraph: **“The Consultant may retain copies of any information required to fulfill the consultant’s professional practice obligations.”**

Clause 7.4:

Add a new sentence to the last paragraph: **“The Consultant may retain copies of any information required to fulfill the Consultant’s professional practice obligations.”**

Add new Clause 7.7:

“The Consultant shall have no liability for any use that the Regional District makes of information provided by the consultant that is beyond the intended purpose.”

ARTICLE 8 – DESIGNATED REPRESENTATIVES

Clause 8.1:

Replace “**Director of Water of Wastewater Services**” with “**Director of Water and Wastewater Services.**”

ARTICLE 18 - INDEMNIFICATION

Clause 18.2:

Add to the last sentence: “**to the extent that the actions are attributable to the Consultant.**”

ARTICLE 20 – ENVIRONMENTAL MANAGEMENT SYSTEM

Clause 20.1

Replace all instances of “**Contractor**” with “**Consultant.**”

SCHEDULE "B" – INSURANCE

Clause 1 (b) Professional Liability \$1,000,000.00:

Add the following sentence: “**per claim and in the aggregate.**”

Clause 1, second paragraph:

Delete:

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Replace with:

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies (**except professional liability and automobile insurance on vehicles owned by the Consultant**) shall provide that no cancellation or lapse of or material alteration in the policy shall become

effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.