



## TENDER ADDENDUM

### Professional Services for the LeBreton Flats Plan of Subdivision

SS013

February 6, 2023

#### ADDENDUM No. 6

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This shall be read in conjunction with and shall form an integral part of the Tender / Proposal and Contract Documents.

The following Resulting Contract Clauses (Part 5) have been modified as per below:

#### **5.7 – Insurance**

**Delete in its entirety:** 5.7.1 from Addendum 1

**Insert:** The Contractor must have and maintain in effect throughout the duration of this Contract a comprehensive Public Liability and Property Damage in an amount of not less than \$2,000,000.00 per occurrence and Professional Error and Omissions Liability Insurance in the amount of \$1,000,000.00.

**Delete in its entirety:** 5.7.2 from Addendum 1

**Insert:** The NCC reserves the right to cancel this Contract at any time if the NCC has not received a copy of the certificate of insurance naming the NCC as additional insured on the Comprehensive Public Liability policy and Property Damage Insurance prior to the performance of any other obligation under this contract, in which event the contract shall be null and void.

**Delete in its entirety:** 5.7.3 from Addendum 1

**Insert:** Certificates of such insurance, see Annex “A” - Certificate of Insurance shall be submitted to the NCC prior to award of Contract and on an annual basis thereafter. Note: The NCC will be added as Additional Insured on the Commercial General Liability Policy only (and not on the Professional Liability Policy).

#### **5.10 – Default by the Contractor and Termination due to Default of the Contractor**

**Delete in its entirety:** 5.10.1

**Insert:** If the Contractor is in default in carrying out any of its obligations under the Contract, the NCC may issue a rectification notice to the Contractor setting a cure period by which the Contractor must cure the default to the satisfaction of the NCC. If the Contractor fails to cure the default to the satisfaction of the NCC within the cure period, the NCC may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately.

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## **5.19 – Limitation of Liability**

**Delete in its entirety:** 5.19.1

**Insert:** The Contractor is liable for any damage caused by the Contractor, its employees, sub-contractors, or agents to the NCC or any third party.

Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **5.21 – Indemnification**

**Delete in its entirety:** 5.21.1

**Insert:** The Contractor shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any negligent acts, errors or omissions on the part of the Contractor, the Contractor's servants or agents in performing the Work under this Contract or that result or arise from the Work delivered by the Contractor under this Contract.

**Delete in its entirety:** 5.21.2

**Insert:** The Contractor shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract and in respect to the Work delivered by the Contractor under this Contract.

## **5.25 – Warranty by Contractor**

**Delete in its entirety:** 5.25

**Insert:** The Contractor warrants that the Contractor is competent to perform the work required under the contract and that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

The Contractor will provide a quality of service and perform at all times in a manner consistent with the degree of care and skill ordinarily exercised by members of the Contractor's profession in a like situation.

Emilie Scheckman  
Senior Contract Officer  
Procurement Services  
Corporate Services Branch