



THE CORPORATION OF THE CITY OF WINDSOR
OFFICE OF THE CITY SOLICITOR

ALEX VUCINIC
Manager of Purchasing

Elaine Castellan
Purchasing Supervisor

(519) 255-6272
TELEPHONE NUMBER

**ADDENDUM NO. 2
CLASS ENVIRONMENTAL ASSESSMENT FOR OJIBWAY PARKWAY WILDLIFE
OVERPASS
RFP NO. 21-20**

February 10, 2020

This addendum amends and forms part of the Proposal Documents. The Proponent shall insert the addendum behind the cover page of the Proposal Documents.

ATTACHED:

A copy of the contract as defined in RFP section 2.4

Except for the contents of this addendum, all other terms and conditions of this proposal remain the same.

END OF ADDENDUM NO. 2

Yours truly,

THE CORPORATION OF THE CITY OF WINDSOR

Elaine Castellan

Elaine Castellan
Purchasing Supervisor

EC/jm

**ADDENDUM NO. 2
CLASS ENVIRONMENTAL ASSESSMENT FOR OJIBWAY PARKWAY WILDLIFE
OVERPASS
RFP NO. 21-20**

February 10, 2020

I hereby acknowledge receipt of Addendum No. 2 to the RFP No. 21-20 (8 pages).

The information contained therein is hereby noted and account of same will be taken in our proposal cost.

This information was received on the _____ day of _____, 20_____.

Signature

Name (Printed)

Company Name

***NOTE: You are required to acknowledge this addendum with your proposal submission.**

PLEASE FAX BACK TO (519) 255-9891 OR E-MAIL @ purchasing@citywindsor.ca
SIGNED ACKNOWLEDGEMENT SHEET ASAP

Attn: Purchasing Department

3. The Bid of the Contractor respecting the Work, as hereinafter defined, was approved by the Chief Administrative Officer of the Corporation, on the _____ day of _____, 20, by _____.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and covenants hereinafter contained, the parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its Bid, with all documents referred to herein and annexed thereto forming part of this Agreement to the same extent as if fully embodied in it for the purpose of (the "Work"), in the amount of \$ _____, plus HST (the "Contract Price").
2. The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation's _____.
3. The Corporation maintains a zero-tolerance approach to all forms of workplace violence and harassment. The Contractor, its employees, servants and agents shall abide by all policies and procedures established by the Corporation in respect of the prevention of workplace violence and harassment, including but not limited to the Workplace Violence and Workplace

Harassment policies. All such policies will be provided by the Corporation to the Contractor at the Contractor's request.

4. The Contractor represents and warrants that it has provided health and safety training to all its employees performing the Work in accordance with the requirements of the *Occupational Health and Safety Act* and any other applicable legislation.
5. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Corporation, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Corporation, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said Work by the Contractor, its servants, agents or employees.
6. It is understood and agreed that the Contractor will not commence or proceed with the Work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
7. The Corporation hereby covenants and agrees that if the said Work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor the Contract Price, such payment or payments to be made in accordance with the Instruction to Bidders section of the Tender.

8. The Contractor acknowledges and agrees that the Corporation shall be the exclusive owner of all intellectual property rights, including but not limited to, copyright, designs, concepts, techniques, materials, drawings, trademarks, trade secrets and any other proprietary rights howsoever created or developed by the Contractor, whether by it alone or jointly with the contribution or assistance of others, arising out of this Agreement. Upon transfer of ownership, the Contractor shall retain a perpetual non-exclusive fully paid up licence, to continue to use any such documents, concepts, products or processes created or developed by it arising out of this Agreement.
9. When a change in the Work is proposed or required by the Contractor, the Contractor will provide the Corporation with a written description of the proposed change in the Work. The Corporation shall promptly present, in a form acceptable to the Contractor, a method of adjustment or an amount of adjustment to the Contract Price, if any.
10. When the Corporation and the Contractor agree to the adjustments in the Contract Price or to the method to be used to determine the adjustments referred to above, such agreement shall be effective immediately and shall be recorded in a change order (the "Change Order"). The value of the work performed as the result of a Change Order shall be included in the application for progress payment. The Contractor shall not be entitled to any additional compensation arising out of changes to the Work aside from the amounts determined and agreed to under this section. In no event shall the Corporation be liable to the Contractor for any costs, including

indirect, impact and consequential costs, arising out of changes to the Work beyond the agreed upon amount of the Change Order.

11. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties, their successors and assigns, respectively.
12. This Agreement and all documents contemplated in this Agreement may be executed by the parties in separate counterparts and by facsimile or by scanning and email, each of which when so executed and delivered shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Counterparts or scanned counterparts may be delivered by facsimile, telecopier or email in order to effect delivery for the purposes of this Agreement.

[remainder of page left blank, signature page to follow]

[signature page]

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

In the case of the Corporation, executed this _____ day of _____, 2020

THE CORPORATION OF THE CITY OF WINDSOR

Onorio Colucci
Chief Administrative Officer

Valerie Critchley
City Clerk

We have the authority to bind the Corporation

In the case of the Contractor, executed this _____ day of _____, 2020

Per: _____

Name:
(authorized signing officer)
I have the authority to bind the Corporation