



ALEX VUCINIC  
Manager of Purchasing

Elaine Castellan  
Purchasing Supervisor

(519) 255-6272  
TELEPHONE NUMBER

ADDENDUM NO. 2  
ENGINEERING CONSULTANT FOR RECONSTRUCTION OF CRAWFORD AVENUE PROJECT – WYANDOTTE  
STREET WEST TO TECUMSEH ROAD WEST  
RFP NO. 23-20

February 24, 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.

**REPLACE CLAUSE (Located under Mandatory Contract Terms (Appendix E):**

***Intellectual and Industrial Property Rights***

The successful Proponent acknowledges and agrees that the City shall be the exclusive owner of all intellectual and industrial property rights, which may include, rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, drawings, trademarks, trade secrets and any other proprietary rights howsoever created or developed by the successful Proponent, whether by it alone or jointly with the contribution or assistance of others arising out of its engagement with the City, including without limitation all intellectual property rights in the Work. Upon transfer of ownership of all intellectual and industrial property rights, the successful Proponent shall retain a perpetual non-exclusive fully paid up licence, to continue to use any such documents, concept, product or process produced by it arising out of its engagement with the City.

WITH the following clause:

**Ownership Rights**

The Corporation shall be the exclusive owner of all products and 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, in completion of the Work (the “Products”). Upon transfer of ownership of the Products, the Contractor shall retain a perpetual non-exclusive, irrevocable, fully paid up licence, to continue to use any such documents, concepts, or processes created or developed by it in completion of the Work.

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

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I hereby acknowledge receipt of Addendum No. 2 to the RFP No. 23-20 (3 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](mailto:purchasing@citywindsor.ca) SIGNED  
ACKNOWLEDGEMENT SHEET ASAP**

**Attn: Purchasing Department**