



REQUEST FOR PROPOSALS No. 19-050

Property Management Services – Administration Buildings

Addendum No. 3

Issued: August 20, 2019

1. Interpretation

- (a) This Addendum forms part of and will be read together with the RFP.
- (b) All terms used in this Addendum which are defined in the RFP will have the meaning assigned by the RFP unless the context otherwise requires.
- (c) In the event of any inconsistency between the terms of this Addendum and the other documents forming the RFP, this Addendum will prevail. Where the conflict is between this Addendum and the terms of a later addendum, the later Addendum will prevail.

2. Modifications to Appendix 3 of the Draft Contract:

(a) DELETE from Section 10.8 – Remedies:

“Section 11”

REPLACE with:

“Section 10”

(b) DELETE from Section 11.2 (a) – Insurance:

“The policy will cover unnamed insured, Subcontractors and anyone employed directly or indirectly by the Contractor or the Subcontractors to perform part of the Contract.”

(c) ADD NEW Section 12.6 Limitation of Liability:

“In no event shall either party be liable under this agreement to the other party or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption,



loss of use, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages.

In no event shall either party's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the Annual Contract Value in the year the liability arose."

End of Addendum 3