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**Addendum No. 1**

**Request for Proposals ES-20-04  
Engineering Consulting Services for 2020 Well Field Review and Expansion  
Foothills Boulevard Reginal Landfill**

The addendum is being issued prior to the closing of the Request for Proposals to provide further information, make changes to, or to clarify the Contract Documents and is to be read, interpreted and coordinated with all other parts of the Contract Documents. In the case of a conflict with the balance of the documents, this Addendum shall govern. **Proponents shall attach a signed copy of this addendum to their proposal.** This addendum shall form part of the Service Agreement.

**Question:** Will the Regional District reconsider wording in the RFP under Section 7.1 Insurance and Section 7. Insurance under the Sample Contract?

**Answer:** Wording under Section 7.1 will be maintained in the RFP and in the Sample Contract under Section 7. as posted.

**Question:** Will the Regional District reconsider wording in the RFP under Section 7.3 Indemnity and Section 9. Indemnity under the sample Service Agreement?

**Answer:** Section 7.3 Indemnity in the RFP and Section 9. Indemnity in the sample Service Agreement will be rescinded and substituted with the following wording:

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Consultant shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Consultant, and shall be paid by the Consultant. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Consultant all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

Date: February 28, 2020

Addendum 1 Received.

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Signature of Proponent

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Name of Proponent

Inquiries relating to this RFP may be directed to:

Petra Wildauer, General Manager of Environmental Services  
Regional District of Fraser-Fort George  
155 George Street, Prince George, BC V2L 1P8  
Phone: 250-960-4400 / Fax: 250-562-8676  
Email: [pwildauer@rdffg.bc.ca](mailto:pwildauer@rdffg.bc.ca)