



818 S. FLORES ST. SAN ANTONIO, TEXAS 78204 www.saha.org

Procurement Department

## ADDENDUM #5

**To: 0908-650-38-3007**  
**IFB for: Design and Installation of Playground Equipment**  
**At Highview, Mission Park, and Riverside**

**Please note the following change:**

**Section 9.19 is hereby changed to read as follows:**

The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR'S INDEMNITY OBLIGATION SHALL NOT EXTEND TO ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES FOR WHICH THE SOLE CAUSE IS THE NEGLIGENCE OF SAHA.**

***Charles R. Bode***

Charles Bode  
Asst. Director of Procurement

Date: September 24, 2009