



231-2013 ADDENDUM 2

WAVERLEY WEST ARTERIAL ROADS PROJECT (WWARP) – PART 3 – CONTRACT 3 – KENASTON BOULEVARD EXTENSION AND WAVERLEY STREET EXTENSION NEW ROAD CONSTRUCTION AND ASSOCIATED WORKS

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: April 23, 2013
BY: Coleen Groening
TELEPHONE NO. (204) 986-2491

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20130301

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, May 2, 2013

PART D – SUPPLEMENTAL CONDITIONS

Revise: D22 to read:

D22. BUILDING CANADA FUND - MAJOR INFRASTRUCTURE COMPONENT

D22.1 Funding for the Waverley West Arterial Roads Project is being provided to the City of Winnipeg by the Government of Canada ("Canada") and The Province of Manitoba ("Manitoba"). As required by the City's funding agreements with Canada and Manitoba, the Contractor must:

- (a) establish and maintain for a period of six (6) years following the date of substantial completion of the Waverley West Arterial Roads Project such accounting and other records (including supporting documents), prepared in accordance with generally accepted accounting principles, as are necessary to properly account for the services or goods provided by the Contractor to the City;
- (b) permit Canada, the Auditor General of Canada, and/or their designated representatives, to the extent permitted by law, at all times, to inspect the terms of the Contract and any records and accounts respecting the Work and to have free access to the Work sites and to any documentation relevant for the purpose of audit;
- (c) permit the City, Winnipeg, Canada and/or Manitoba and its agents, and their respective authorized representatives, to monitor the Work and to inspect and audit the accounting and other records relating to the Work for a period of six (6) years following March 31, 2015;
- (d) indemnify and save Manitoba and its Ministers, officers, employees and agents harmless from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Third Party or arising from the contract or from the goods or services provided, or required to be provided, by the Third Party, except those resulting from the negligence of any of Manitoba's Ministers, officers, servants, employees or agents;
- (e) respect all applicable labour, environmental and human rights legislation;

- (f) consent to the City providing a copy of the Contract to Manitoba and its agent upon request from Manitoba; and
- (g) consent to the City providing Manitoba and its agents with the results of the City's inspections and audits of the Work and of the Contractor's accounts and records.