



379-2024 ADDENDUM 2

PROVISION OF PEST CONTROL SERVICES

URGENT

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

ISSUED: July 9, 2024
BY: Eme Ekeoma-Uche
TELEPHONE NO. 204 986-8268

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

Template Version: Add 2024-02-01

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

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **July 18, 2024**.

PART D – SUPPLEMENTAL CONDITIONS

Add: D4.1 (d) **“GWWD”** means the City’s Greater Winnipeg Water District Railway.

Add: D26

D26. WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK RELATED TO USE OF GWWD

D26.1. In consideration of transportation under this Contract on the GWWD to the Contractor by the City at no cost, Contractor agrees as follows:

- (a) Any equipment/supplies will be transported without charge or consideration by the City of Winnipeg on the GWWD, which is not a railway company, a common carrier or owner of a public utility for the conveyance of persons or goods to or for the public and is under no obligation to convey persons or goods for the public;
- (b) Contractor shall comply with the rules set by and the instructions given by City of Winnipeg employees or agents during the course of the transportation of equipment on the GWWD;
- (c) That there are risks and hazards inherent in the very nature of the transportation provided on the GWWD and that as a result of these risks and hazards, Contractor, or its employees or contractors, may suffer personal injury, even death, as well as property loss. In this regard, Contractor freely and voluntarily assumes the aforementioned risks and hazards and accordingly the transportation of the equipment on the GWWD shall be entirely at its own risk.
- (d) Contractor waives any claim it may have against the City of Winnipeg, its servants, employees or agents arising from the transportation of equipment on the GWWD. Contractor further agrees to indemnify and hold harmless the City of Winnipeg, its servants, employees or agents from and against all claims, actions or proceedings arising from loss, injury or, damages by any person arising from its transportation on the GWWD.