

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Overhead Sign Support Structure Maintenance Works - 2004 Program.
- D2.2 The major components of the Work are as follows:
- (a) Traffic Control
 - (b) Removal of Existing Steel Overhead Sign Support Structures at Designated Locations
 - (c) Rehabilitation/Fabrication of Sign Structures in the Contractor's Fabrication Shop
 - (d) Hot-Dip Galvanizing of Sign Structures
 - (e) Abandonment of Existing Concrete Pile Foundations
 - (f) Construction of New Concrete Pile Foundations
 - (g) Installation of Sign Structures
 - (h) Installation of Sign Panels

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:
- Sital Rihal, P. Eng.
200 - 895 Waverley Street
Winnipeg, Manitoba R3T 5P4
Telephone No. (204) 453-2301
Facsimile No. (204) 452-4412
- D3.2 At the pre-construction meeting, Mr. Rihal will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. PERFORMANCE SECURITY

- D6.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D6.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg and Dillon Consulting Limited being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the performance security specified in D6; and
 - (iv) evidence of the insurance specified in D7.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D8.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D9. TOTAL PERFORMANCE

- D9.1 The Contractor shall achieve Total Performance by November 30, 2004.
- D9.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D9.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

CONTROL OF WORK

D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D10.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D11. WARRANTY

- D11.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D12. PERMITS, LICENCES, CERTIFICATES, LAWS AND RULES

- D12.1 The Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work and pay any cost attached to the inspection of such plans.
- D12.2 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Work.
- D12.3 The Contractor and Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance to the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

D13. EXISTING SERVICES AND UTILITIES

- D13.1 No responsibility will be assumed by the City for correctness or completeness of the drawings with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of such utilities, pipes and other objects and to make good any damage done to them.

D14. TEMPORARY UTILITIES

D14.1 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

D15. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

D15.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing water pipes, gas pipes, electrical wires, cables, conduits, sewers, or other existing facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall, upon instructions from and to the satisfaction of the Contract Administrator, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the cost of which shall be borne entirely by the Contractor.

D15.2 The Contractor shall also indemnify and save harmless the City from all claims made directly against it in respect to any such damage.

D15.3 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

D16. CLEAN UP

D16.1 The Contractor shall maintain the Sites of the Work in a tidy condition and free from the accumulation of waste and debris.

D16.2 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste and debris to the satisfaction of the Contract Administrator.

D17. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

D17.1 The Contractor will be responsible for traffic control at all sites where it is required unless otherwise indicated.

D17.2 For specific traffic control requirements at the sites, refer to the "Construction Methods Section" of each Item of Work.

D17.3 At all sites, no lane closures will be permitted between the hours of 7:00 a.m. to 9:00 a.m. and 3:30 p.m. to 6:00 p.m.

D17.4 For traffic control in the immediate work area, the Contractor shall supply, erect, and maintain all applicable traffic control devices in accordance with the provision contained in the latest edition of the "Manual of Temporary Traffic Control in Work Areas on City Streets," issued by the City of Winnipeg. This manual is available from the City of Winnipeg, Public Works Department, 100 Main Street.

D17.5 The Contractor shall provide and maintain flagmen in accordance with the above-mentioned manual.

D17.6 If any pedestrian traffic is disrupted or rerouted at the site, the Contractor shall be responsible for supplying and installing all necessary signs and protection to the satisfaction of the Contract Administrator.

D17.7 The Contractor shall take all other safety measures necessary to cope with any peculiar or unusual circumstances that have not been set out in the above-mentioned manual and shall, at

all times, ensure that maximum protection is afforded to the road-user and that his operations in no way interfere with the safe operation of traffic.

D17.8 Improper signing will be sufficient reason for the Contract Administrator to immediately shut down the entire job.

D17.9 Immediately after the removal of existing sign structures for refurbishment, storage, or disposal for scrap, the Contractor shall supply and install a barricade over the existing pile foundation at each site. Barricades supplied and installed by the Contractor in the performance of the work must clearly show the name of the Contractor and the telephone number(s) at which he can be reached twenty-four (24) hours per day, seven (7) days per week.

D17.10 During the hours when the Contractor is not working, equipment and stockpiled materials shall be left in such a location so as not to interfere with or present a hazard to motorists or pedestrians.

D18. LAYOUT OF THE WORK

D18.1 The Contract Administrator will provide the basic centrelines and limits of the Works.

D18.2 The Contractor shall be responsible for the true and proper laying out of the Work and for the correctness of the location, levels, dimensions, and alignment of all aspects of the Work. He shall provide all required instruments and competent personnel for performing all layouts.

D18.3 The Contract Administrator shall be notified at least one (1) Working Day prior to any Work being commenced in order to have the option to check and review all elevations and layouts at his discretion.

D18.4 The Contractor shall carefully protect and preserve all benchmarks, stakes, and other items of the basic data supplied by the Contract Administrator. Any such benchmarks or stakes removed or destroyed by the Contractor, without the consent of the Contract Administrator, shall be replaced by the Contract Administrator at the expense of the Contractor.

D19. COOPERATION WITH OTHERS

D19.1 The Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities, and the staff of the City may be working on the approach roadways, adjacent roadways, or rights-of-way. The activities of these agencies may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of this Contract. For specific coordination of activities at the site, refer to the Detailed Specifications.

D20. ENVIRONMENTAL PLANNING

D20.1 The Contractor shall conduct his operations in accordance with all current federal, provincial, or other regulations concerning environmental protection and pollution control. It shall be the Contractor's responsibility to familiarize himself with all applicable regulations and to obtain all necessary approvals and permits for his operations.

FORM H1: PERFORMANCE BOND
(See D6)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 387-2004

**OVERHEAD SIGN SUPPORT STRUCTURE
MAINTENANCE WORKS - 2004 PROGRAM**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D6)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - 387-2004

**OVERHEAD SIGN SUPPORT STRUCTURE
MAINTENANCE WORKS - 2004 PROGRAM**

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)