

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, 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 "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of traffic signal and pedestrian signal heads.
- D2.2 The major components of the Work are as follows:
- (a) This Contract shall include the supply and deliver of vehicle traffic signal heads in various configuration(s) as specified, backboards for vehicle traffic signal heads in the configuration(s) as specified, and pedestrian signal heads as specified;
 - (b) All traffic signal heads and pedestrian signal heads defined in this specification must meet the current edition of the ITE specification. Any variations to the ITE specification will be stated in this document.
 - (c) This specification defines the general requirements applicable to long-life Light Emitting Diode (LED) signal retrofit units for use with traffic signal heads. The intent of this specification is to establish minimum acceptable electrical, mechanical, design and performance requirements which all LED signal retrofit units shall meet to ensure satisfactory and reliable operation. It is not intended to impose restrictions upon design or materials which conform to the ITE technical standard. All ITE standards, current ITE specification at time of contract, not specifically mentioned in this specification shall still apply. Where there is a conflict between this specification and the latest ITE standard, this specification shall apply.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) **"Submission Deadline"** and **"Time and Date Set for the Final Receipt of Bids"** mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;;
- (d) **"ITE"** means the Institute of Transportation Engineers, that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
- (e) **"AASHTO"** means the American Association of State Highways and Transportation Officials, that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work..

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. B. Woroby, P. Eng.
Staff Engineer
Public Works Department
103 – 1155 Pacific Avenue
Winnipeg, Manitoba R3E 3P1

Telephone No. (204) 986-5326
Facsimile No. (204) 986-7358

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 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

D5.5 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. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

D7.2 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) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. ORDERS

D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D9. DELIVERY

D9.1 Goods shall be delivered, f.o.b. destination, freight prepaid, to:
Public Works Department
Stores
1277 Pacific Avenue
Winnipeg, Manitoba
R3E 1G7

D9.2 Goods shall be delivered within sixty (60) Calendar Days of the placing of an order.

D9.3 Goods shall be delivered between 7:30 a.m. and 3:00 p.m. on Business Days.

D9.4 The Contractor shall off-load goods as directed at the delivery location

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to D5.3, the Contractor shall submit an invoice to the location designated at the time of ordering.
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) The City's order number;
 - (b) Date of delivery;
 - (c) Delivery address;
 - (d) Type and quantity of goods delivered;
 - (e) The amount payable with GST and PST shown as separate amounts; and
 - (f) The Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

- D11.1 Further to D5.3, payment for shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D12. WARRANTY

- D12.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of the successful delivery and shall expire one (1) year thereafter unless extended pursuant to D12.2, in which case it shall expire when provided for thereunder.
- D12.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.3 Notwithstanding GC.10.01, GC.10.02, D12.1, and D12.2 if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.