

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 supply of hot mix asphalt for patching operations for the period of May 01, 2005 to October 31, 2005.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Mr. Ken Boyd, P. Eng
Support Services Engineer
104 – 1155 Pacific Avenue

Winnipeg, MB R3E 3P1

Telephone No. (204) 986-5076

Facsimile No. (204) 986-5566

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.

D7. MATERIAL SAFETY DATA SHEETS

- D7.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

CONTROL OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order 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; and
 - (ii) the Material Safety Data Sheets specified in D7.

D9. ORDERS

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) pick up date(s); and
 - (d) description and quantity of goods supplied.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D11.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D11.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of pick up;
- (c) pick up address;
- (d) type and quantity of goods picked up;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

D12.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. VERIFICATION OF WEIGHT

D13.1 Further to GC4.02, GC5.01 (3), GC5.03 (1) and other relevant clauses of the General Conditions, all products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

D13.2 All tare weigh tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

D13.3 The tare weight and net weight may either be hand written or machine printed.

D13.4 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale; and/or
- (d) checking tare weights shown on delivery tickets against a current tare (not more than one month old) to be carried in all trucks delivering weight measured materials to City of Winnipeg projects.

D13.5 It shall be the Contractor's responsibility to obtain this tare weight ticket and keep it current. This tare weight ticket shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) which scale the truck was weighed on;
- (b) the mechanically-printed tare weight;
- (c) the license number(s) of the truck and trailer(s); and
- (d) the time and date of weighing.

D13.6 No charge shall be made to the City for any delays or loss of production caused by such inspection and verification. Arrangements for the use of independent scales shall be made by the Contract Administrator and shall be at no cost to the Contractor.

D13.7 Computer generated printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator.

D14. WARRANTY

D14.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D14.2, in which case it shall expire when provided for thereunder.

D14.2 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.

D14.3 Notwithstanding GC.10.01, GC.10.02 and D14.2, 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.