

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 railway ballast.

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) "**ASTM**" means the American Society for Testing and Materials 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. Nick Clinch
Design and Construction Technologist
Water and Waste
1500 Plessis Road
Winnipeg, MB R3C 5G6
- Telephone No. (204) 4449
Facsimile No. (204) 224-0032

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

SCHEDULE OF WORK

D6. COMMENCEMENT

- D6.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

MEASUREMENT AND PAYMENT

D7. PAYMENT SCHEDULE

- D7.1 Further to GC.9.03, payment shall be in accordance with the following:
- (a) on a weight basis and paid for at the price as indicated on Form B: Prices;
 - (b) the weight to be paid for shall be the total number of tonnes delivered and unloaded.

D8. VERIFICATION OF WEIGHT

- D8.1 Further to Clauses 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.
- D8.2 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.
- D8.3 The tare weight and net weight may either be hand written or machine printed.
- D8.4 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.
- D8.5 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.
- D8.6 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.
- D8.7 Computer generated printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator