

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

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 G.C: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 under the Contract shall consist of:
- (a) Pavement Reconstruction of Main Street (southbound lanes) from Disraeli Freeway to Lombard Avenue constructed in two phases
 - (b) Streetscaping of Main Street (Westside) from Alexander Ave. to Lombard Ave.
- D2.2 The major components of the Work are as follows:
- (a) Pavement Reconstruction
 - (i) Remove existing pavement
 - (ii) Excavation
 - (iii) Installation of subdrains
 - (iv) Compaction of existing sub-grade
 - (v) Installation of catchbasins and connection pipe
 - (vi) Placement of separation/enforcement fabric
 - (vii) Placement of sub-base and base course materials
 - (viii) Adjustment of existing manholes
 - (ix) Construct 250mm concrete pavement (plain-dowelled)
 - (x) Construct 180mm barrier curb (separate) utilizing slip-form pavement equipment
 - (b) Streetscaping
 - (i) remove existing sidewalk
 - (ii) Supply and install paving stone and installation of concrete sidewalk
 - (iii) Supply and install tree wells and covers

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Cameron Dyck, P.Eng.
Stantec Consulting Ltd.
Project Engineer
905 Waverley Street
Winnipeg, MB R3T 5P4

Telephone No. (204) 489-5900
Facsimile No. (204) 453-9012

D3.2 At the pre-construction meeting, the Contract Administrator 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.

D4.2 At least two (2) business days prior to the commencement of any Work on the Site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

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

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. PERFORMANCE SECURITY

- D7.1 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.
- D7.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), 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 letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D8. INSURANCE

- D8.1 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 being named 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 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;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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 the GC:4.1 for the return of the executed Contract.
- D8.4 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.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the SubContractors whom the Contractor proposes to engage (Form J: SubContractor List) at or prior to a pre-construction meeting, or 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 the GC:4.1 for the return of the executed Contract.

D10. DETAILED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule (Form L: Detailed Work Schedule) 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 the General Conditions for the return of the executed Contract.

D10.2 The detailed Work schedule shall consist of the following:

(a) a Gantt chart for the Work based on the C.P.M. schedule;

D10.3 Further to D10.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D11.2 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 D7;

(iv) evidence of the insurance specified in D8;

(v) the subContractor list specified in D9;

(vi) the detailed Work schedule specified in D10; and

(vii) the twenty-four (24) hour emergency response phone number specified in D4.2.

(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.

D11.3 The Contractor shall commence Work on the Site on May 14, 2004.

D11.4 The City intends to award this Contract by May 3, 2004.

D12. RESTRICTED WORK HOURS

D12.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission 48 hours in advance from the Contract Administrator for any Work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D13. WORK BY OTHERS

- D13.1 Work by others on or near the Site will include by not necessarily be limited to:
- (a) Winnipeg Jazz Festival from June 18, 2004 to June 26, 2004.
 - (b) Winnipeg Fringe Festival from July 14, 2004 to July 25, 2004.
 - (c) Installing new street lights at west property line by Manitoba Hydro.
 - (d) Removing existing street lights behind the curb by Manitoba Hydro.
 - (e) Adjusting / replacing existing Manitoba Hydro, MTS, AT&T manholes.
 - (f) Lowing / wrapping Manitoba Hydro-Gas Division gas mains, as required.
 - (g) Installing new traffic signal plant at existing signalized intersections.
 - (h) Installing a 300mm PVC watermain on west side of Main Street from Sta. 1+58 to Sta. 8+00 starting May 3, 2004.
 - (i) Install a land drainage sewer (various sizes) and catchbasins on the west side of Main Street) starting May 3, 2004.
 - (j) Movie Shoot at City Hall – June 2, 2004 Work must stop at 6:30pm.
 - (k) Reconstruct a 300 mm Combined Sewer on Lombard Avenue starting April 26, 2004.
- D13.2 The Contractor shall coordinate with the identified activities and modify his proposal in order to minimize disruptions.

D14. SEQUENCE OF WORK

D14.1.1 A Reconstruction Advisory Committee (RAC) has been meeting in regards to minimizing the impact of this project on stakeholders and based on this process the Work shall be divided into two phases. The phases are further subdivided into major items of Work.

D14.2 Further to GC 6.1, the sequence of Work shall be as follows:

D14.2.1 Reconstruction of Southbound Roadway

- (a) **Phase 1 – Reconstruction of Southbound Roadway from Sta 4 + 55 (south of William Ave) to Sta 1 + 58 (south of Lombard Ave).**
 - (i) Removal of existing pavement;
 - (ii) Excavation of subgrade;
 - (iii) Installation of subsdrains;
 - (iv) Compaction of existing subgrade;
 - (v) Placement of separation (reinforcement fabric);
 - (vi) Placement of sub-base and base course materials;
 - (vii) Construction of 250mm concrete pavement;
 - (viii) Construction of 180mm barrier curb (separate);
 - (ix) Construction of sidewalk (streetscaping);
 - (x) Construction of median (streetscaping).

(b) **Phase 2– Reconstruction of Southbound Roadway from Sta 8 + 33 (Alexander Ave) to Sta 4 + 55 (South of William)**

- (i) Removal of existing pavement;
- (ii) Excavation of subgrade;
- (iii) Installation of subsdrains;
- (iv) Compaction of existing subgrade;
- (v) Placement of separation (reinforcement fabric);
- (vi) Placement of sub-base and base course materials;
- (vii) Construction of 250mm concrete pavement;
- (viii) Construction of 180mm barrier curb (separate);
- (ix) Construction of sidewalk (streetscaping);

D14.3 Construction of median (streetscaping).

D15. CRITICAL STAGES

D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Phase 1 – Road Construction complete for the Phase 1 – Phase 2 Diversion Switch Over by July 12, 2004.
- (b) Phase 2 – Road Construction completed to allow Phase 2 – reopening of Main Street center 2 Lanes by September 5, 2004.

D15.2 When the Contractor considers the Work associated with the Phase 1 and Phase 2 Road Construction to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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 re-inspected.

D15.3 The date on which the Phase 1 and Phase 2 Road Reconstruction Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Phase 1 and Phase 2 Road Reconstruction has been achieved.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by September 17, 2004.

D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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 re-inspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance by September 24, 2004.

- D17.2 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 re-inspected.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve critical stages, Substantial Performance or in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar following the days fixed herein for same during which such failure continues:
- (a) Phase 1 – Phase 2 Diversion Switch – Three-thousand-five-hundred dollars, (\$3,500);
 - (b) Phase 2 – Diversion Completed - Three-thousand-five-hundred dollars, (\$3,500);
 - (c) Substantial Performance - Three-thousand-five-hundred dollars, (\$3,500);
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, The City of Winnipeg and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D20.1 For the purpose of determining Prime Contractor Phase 1 shall be the construction project Site for the limit of Work at Sta 4 + 55 (south of William) to limit of Work at Lombard Ave. and Phase 2 shall be the Construction Project Site from the limit of Work at Alexander Ave. to Sta 4 + 55 (south of William).
- D20.2 Further to GC:6.26 the Contractor shall be the Prime Contractor and shall have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba) as follows:
- (a) For the Construction Project Site Phase I upon Total Performance of the Watermain and Storm Sewer Installation Contract, as notified by the Contract Administrator.

(b) For the Construction Project Site Phase 2 upon commencement of the Contract.

WARRANTY

D21. WARRANTY

D21.1 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.

FORM H1: PERFORMANCE BOND
(See D7)

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 OPPURTUNITY NO. 138-2004

2004 MAIN STREET – ROADWAY RECONSTRUCTION (SOUTHBOUND) AND STREETSCAPING
(WESTSIDE) – LOMBARD AVENUE TO DISRAELI FREEWAY
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 D7)**

(Date)

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

RE: PERFORMANCE SECURITY – 138-2004

2004 MAIN STREET – ROADWAY RECONSTRUCTION (SOUTHBOUND) AND
STREETSCAPING (WESTSIDE) – LOMBARD AVENUE TO DISRAELI FREEWAY

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)

FORM J: SUBCONTRACTOR LIST
(See D9)

2004 MAIN STREET – ROADWAY RECONSTRUCTION (SOUTHBOUND) AND STREETSCAPING
(WESTSIDE) – LOMBARD AVENUE TO DISRAELI FREEWAY

Portion of the Work

Name

Address

SURFACE WORKS:

Supply of Materials:

Portland Cement Concrete

Asphaltic Concrete

Sub-Base & Base Course

Geotextile Materials

Installation/Placement:

Concrete Pavement Construction

Asphaltic Concrete Construction

Sub-base & Base Course

UNDERGROUND WORKS:

Supply of Materials:

Installation/Placement:

OTHERS:

Excavation

Streetscaping

Installation of Paving Stones

Installation of Trees

FORM L: DETAILED WORK SCHEDULE
 (See D10)

**2004 MAIN STREET – ROADWAY RECONSTRUCTION (SOUTHBOUND) AND STREETSCAPING
 (WESTSIDE) – LOMBARD AVENUE TO DISRAELI FREEWAY**

For each item of Work, indicate the proposed date that each cumulative percentage to be completed will be achieved.					
Items of Work	Percentage of Work Completed				
	Start	25%	50%	75%	100%
Phase 1 – Pavement Reconstruction					7/9/2004
1. Excavation & Backfilling					
2. Drainage Works					
3. Concrete Pavement					
4. McDermot/Bannatyne Intersections					
6. Installation of Curbs					
Phase 1 – Phase 2 Diversion Switch					7/12/2004
Phase 1 – Streetscaping (sidewalks)					7/23/2004
Phase 2 – Pavement Reconstruction					9/3/2004
1. Excavation & Backfilling					
2. Drainage Works					
3. Concrete Pavement					
4. James/Alexander/Rupert Intersections					
5. Installation of Curbs					
Removal of Phase 2 Diversion					9/5/2004
Phase 2 – Streetscaping (Sidewalks)					9/17/2004
Phase 1 & Phase 2 – Streetscaping (Medians)					9/17/2004