

**PART D**

**SUPPLEMENTAL CONDITIONS**

## **PART D - SUPPLEMENTAL CONDITIONS**

### **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.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of supply and delivery of reflective and non-reflective traffic sign material for the period of January 01, 2003 to December 30, 2004 .

#### **D3. DURATION OF CONTRACT**

D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract on an "as-required" basis during the period of January 01, 2003 to December 30, 2004.

#### **D4. DEFINITIONS**

D4.1 When used in this Tender Package:

- (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) "**CGSB**" means the Canadian Government Standards Board 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;;

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Mr. Jean Belair  
Superintendent of Traffic Services  
Public Works, Traffic Services  
421 Osborne Street South  
Winnipeg, MB R3L 2A2  
  
Telephone No. (204) 986-5841  
Facsimile No. (204) 986-6317

#### **D6. NOTICES**

D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 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.

D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

D6.4 All notices of appeal to the Commissioner 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

D6.5 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

#### **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 three (3) 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.

#### **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.

D8.2 The Contractor shall make provisions to receive orders, by any of the means identified in D8.1 above, at all times between 8:30 a.m. and 4:30 p.m. on Business Days.

#### **D9. INVOICES**

D9.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D9.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) 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.

D9.3 The City will bear no responsibility for delays in approval of invoices, which are improperly submitted.

**D10. DELIVERY**

D10.1 Goods shall be delivered on an "as-required" basis during the term of the Contract, f.o.b. destination, freight prepaid to:

Public Works Traffic Services  
421 Osborne Street South  
Winnipeg, MB

D10.1.1 Goods shall be delivered within ten (10) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.

D10.2 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.

**D11. PAYMENT**

D11.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**D12. RECORDS**

D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D12.2 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) delivery date(s); and
- (d) description and quantity of goods supplied.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

**D13. WARRANTY**

D13.1 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 D13.2, in which case it shall expire when provided for thereunder.

D13.2 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.

- D13.3 Notwithstanding GC.10.01, GC.10.2 and D13.2, 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.