

**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 GC: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 The Work to be done under the Contract shall consist of construction of a new three way valve chamber on the 1650 millimetre diameter Branch II Aqueduct at the 1350 millimetre diameter Interconnector Aqueduct.
- D2.2 The major components of the Work are as follows:
- (a) Construction of cast-in-place valve chamber.
  - (b) Installation of 1350mm and 1650 mm AWWA C-301 Prestressed Concrete Cylinder Pipe, tees, fittings and miscellaneous appurtenances.
  - (c) Installation of 1350 and 1650 Butterfly Valves and Actuators (Supplied by others).
  - (d) Site Restoration.

#### **D3. DEFINITIONS**

- D3.1 Notwithstanding GC:1.1, when used in this Bid Opportunity:
- (a) "AWWA" means American Waterworks Association
  - (b) "CSA" means Canadian standard Association
  - (c) "NSF" means National Sanitation Foundation

#### **D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is UMA Engineering Ltd., represented by:  
Mr. Marvin McDonald, C.E.T.  
Senior Project Coordinator

Telephone No. (204) 284-0580  
Facsimile No. (204) 475-3646

- D4.2 At the pre-construction meeting, Mr. McDonald will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

D5.1 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.

**D6. NOTICES**

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 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.

D6.3 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

D6.4 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

**D7. FURNISHING OF DOCUMENTS**

D7.1 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**

**D8. PERFORMANCE SECURITY**

D8.1 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.

D8.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(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 but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

## **D9. INSURANCE**

D9.1 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, and UMA Engineering Ltd. being added 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 products and 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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 GC:4.1 for the return of the executed Contract.

D9.4 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.

## **D10. SUBCONTRACTOR LIST**

D10.1 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 least two (2) Business Days prior to the Preconstruction meeting, but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

## **D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule within seven (7) Business Days of receiving a Letter of Intent, but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D11.2 The detailed work schedule shall consist of the following:  
(a) a critical path method (C.P.M.) schedule for the Work;

- (b) a Gantt chart for the Work based on the C.P.M. schedule; and  
all acceptable to the Contract Administrator.
- D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) All Critical Stages specified in D14
  - (b) Shop Drawing Submission for critical, specialized components (e.g. Pre-stressed Concrete Cylinder Pipe)
  - (c) Delivery to site of specialized components (e.g. Pre-stressed Concrete Cylinder Pipe)
  - (d) Site Mobilization (not prior to September 1, 2004)
  - (e) Commencement of Stage 1 Excavation (not prior to September 20, 2004)
  - (f) Commencement of Stage 2 Excavation (not prior to October 4, 2004)
  - (g) Commencement of removal of Branch II Pipe (must start October 13, 2004)
  - (h) Lane Closure of Lagimodiere
  - (i) 1350 mm pipe installation
  - (j) Valve Chamber Construction
  - (k) Substantial Performance
  - (l) Total Performance
- D11.4 Further to D11.2(b), the Gantt chart shall show the time on a daily 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**

### **D12. COMMENCEMENT**

- D12.1 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.
- D12.2 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 D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the Subcontractor list specified in D10;
    - (vi) the detailed work schedule specified in D11; and
  - (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.
- D12.3 The Contractor shall not commence the Work on the Site before September 1, 2004.

D12.4 Further to D12.3, the Contactor shall not commence any excavation work prior to September 20, 2004.

### **D13. SCHEDULE RESTRICTIONS**

#### **D13.1 Aqueduct Shutdowns**

- (a) Aqueduct shutdown periods are scheduled based on a number of factors including routine maintenance and repair work along the Aqueduct, water demand, weather, reservoir operation and other factors. The City shall endeavour to make the specified time periods available to the Contractor to schedule his work requiring removal of the Aqueduct from service, without limiting the City's control over the operation of the Aqueduct to complete other work, maintain adequate water supply and storage of water and maintain the integrity of the infrastructure. The City shall reserve the right to cancel and/or delay these schedule dates at any time, due to any circumstances that could adversely affect the Aqueducts or water supply, including but not limited to high water demand, abnormal weather, failures of related water system components and/or security concerns.
- (b) The bidder shall note that it is intended that the Branch II Aqueduct be taken out of service and drained from the commencement of Stage 2 excavation, as defined in E7.2.2. However, the Aqueduct pipe must remain in a serviceable condition, ready to receive full Aqueduct flow within 24 hours of receiving written notice, until commencement of the removal of pipe outlined in D13.1(c).
- (c) The Bidder shall note that portions of the Work involving removal and replacement of the Branch II Aqueduct can only be carried out during the time periods of October 13, 2004 to October 25, 2004, unless amended as specified in D13.1(a). The Contractor shall note the following restrictions applicable during this period:
  - (i) The Branch II Aqueduct will not be taken out of service unless all precast pipe, valves, connectors, fittings and miscellaneous components required to complete the Branch II installation are on site, tested, and pre-fitted, to ensure that the Branch II pipe can be restored to service within the timeframe noted in D13.2.
  - (ii) The Contractor shall employ 24 hour per day, 7 days per week scheduling during this period.
- (d) The 1350 millimetre Aqueduct interconnector line will be taken out of service for an extended time period, from October 4, 2004, until reconnection, testing, disinfection and commissioning of the valve chamber and 1350 millimetre interconnector pipe.

#### **D13.2 Reinstatement of Aqueduct Flow**

- (a) At any time during construction, the Contractor must be prepared to reinstate the Branch II Aqueduct to a serviceable condition within 48 hours of receiving written notification. Reconnection of severed sections of the Branch II Aqueduct can be made by utilizing precast pipe components, valves and other appurtenances intended for permanent installation.
- (b) At the completion of the replacement, testing and commissioning the 1650 mm portions of the Branch II Aqueduct, flow will be restored to the Aqueduct and it will remain in use for the duration of the project.

### **D14. CRITICAL STAGES**

D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Complete Stage 1 excavation by October 1, 2004.
- (b) Complete Stage 2 excavation and base slab construction by October 12, 2004.

- (c) Reinstate Branch II Aqueduct - Complete replacement and reconnection of designated portions of the Branch II Aqueduct by midnight, October 25, 2004

D14.2 The dates specified for Critical Stages will be amended accordingly if Aqueduct Shutdown schedule is altered as indicated in D13.1.

**D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance by November 30, 2004.

D15.2 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 reinspected.

D15.3 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.

**D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance by June 15, 2005.

D16.2 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 reinspected.

D16.3 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.

**D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day or per hour for each and every Calendar Day or hour following the days fixed herein for same during which such failure continues:

- (a) Stage 1 Excavation – fifteen hundred dollars (\$1,500.00) per calendar day;
- (b) Stage 2 Excavation - fifteen hundred dollars (\$1,500.00) per calendar day;
- (c) Reinstate Branch II Aqueduct – two thousand five hundred dollars (\$2,500) per hour;
- (d) Substantial Performance - fifteen hundred dollars (\$1,500.00) per calendar day;
- (e) Total Performance – five hundred dollars (\$500.00 ) per calendar day.

D17.2 The amounts specified for liquidated damages in D17.1 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 or Total Performance by the days fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D18. JOB MEETINGS**

- D18.1 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 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.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

### **D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D19.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D20. TRAFFIC CONTROL AND MANAGEMENT**

- D20.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets at all times during construction. The City of Winnipeg Traffic Services will install required drop lane signage on Regional Streets. Other construction signage will be the responsibility of the Contractor.

### **D21. SITE SECURITY**

- D21.1 Further to GC 6.27, the Contractor shall provide full time site security, at all times when work crews are not present on the Site, during periods specified in E4.1.1(a). Security personnel provided must be acceptable to the Contract Administrator.

### **D22. PARTNERING**

- D22.1 In order to effectively and efficiently accomplish the Work of this Contract, The City of Winnipeg, Water and Waste Department is encouraging the formation of a cohesive, mutually beneficial working relationship with the Contractor and his Subcontractors. This working relationship will endeavour to draw on individual and corporate and community strengths, skills and knowledge to achieve a quality project to the benefit of all participants. The objective of Partnering is to build co-operative relationships, avoid or minimize disputes and actively pursue the attainment of common goals. Success will depend upon teamwork with open and effective communication while adhering to the highest professional standards.
- D22.2 Participation in Partnering will not in any way affect the application or legal obligation of the Contract.
- D22.3 The Partnering Initiation Workshop is typically a one and one-half (1 ½) day session for a project of this magnitude, which would be held in conjunction with the pre-construction meeting. The Partnering Initiation Workshop will be scheduled for a date within two weeks of receipt of the Letter of Intent.
- D22.4 The Partnering Initiation Workshop shall be carried out at no cost to the Contractor nor shall any payment be made for time and travel expenses incurred by the Contractor associated with

participation in the Partnering Initiation Workshop. It shall be considered incidental to the Work included in this project.

## **WARRANTY**

### **D23. WARRANTY**

- D23.1 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

**FORM H1: PERFORMANCE BOND**  
(See D8)

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 OPPORTUNITY NO. 215-2004

CONSTRUCTION OF BRANCH II AQUEDUCT- INTERCONNECTOR VALVE CHAMBER

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)



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)

