

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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Supply and Delivery of a Portable Screening Plant and Portable Power Van as described in the Detailed Specification sheets 02-072 and 02-073.

D2.2 Any material, labour or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment, unless specifically excluded in the Detailed Specifications.

D3. DEFINITIONS

D3.1 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) "**Equipment**" or "Vehicles" shall be used to describe the screening plant and power van, attachments and associated equipment in these Contract Documents.
- (e) "**SAE**" means the Society of Automotive Engineers 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;
- (f) "**CEMA**" means the Conveyor Equipment Manufacturing Association 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;
- (g) "**C.M.V.S.S.**" means the Canadian Motor Vehicle Safety Standard 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;
- (h) "**GVWR**" means the Gross Vehicle Weight Rating 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;
- (i) "**OEM**" means Original Equipment Manufacture 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. Wayne Williams
Supervisor of Fleet Management Services
102-1155 Pacific Avenue, Winnipeg MB R3E 3P1
Telephone No. (204) 986-5328
Facsimile No. (204) 783-1135

D4.2 General and technical enquiries shall be directed to:

Mr. Gary McCallum
Equipment Specifications Technologist
102-1155 Pacific Avenue, Winnipeg MB R3E 3P1

Telephone No. (204) 986-5330
Facsimile No. (204) 783-1135

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 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

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

D6. DELIVERY

- D6.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to Glacial Sand and Gravel, Heatherdale Road, Rural Municipality of Springfield, Manitoba. The Contractor shall contact the Supervisor of Fleet Management Services, (telephone: 986-5328) prior to delivery of the equipment.
- D6.2 A pre-delivery inspection shall be performed by the Contractor on all equipment.

D7. INSPECTION

- D7.1 Further to Clause GC.5.03 of the General Conditions, final inspection of the equipment shall be conducted as promptly as practical. Thorough examination of the equipment and successful completion of a continuous eight-hour full-performance test by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.
- D7.2 Equipment that fails to successfully complete the inspection process shall be rejected by the City and shall be removed from City property by and at the expense of the Contractor, promptly after notification by the Contract Administrator or the Equipment Inspector.
- D7.3 Notwithstanding Clause D7.1, where multiple quantity of like equipment is being supplied, the City reserves the right, at its discretion, to waive the requirements for a continuous eight-hour full-performance test as part of the inspection process for the remaining pieces of equipment following a successful completion of the test by one or more pieces of equipment.

D8. CERTIFICATE OF TOTAL PERFORMANCE

- D8.1 A Certificate of Total Performance shall be issued by the Contract Administrator, for the equipment supplied under this Contract, following successful completion of the inspection process for all pieces of equipment in accordance with Section D7. herein.
- D8.2 The Certificate of Total Performance shall indicate the date that each piece of equipment has successfully completed the inspection process.

D9. PARTS AVAILABILITY

- D9.1 In order to assure minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his own inventory or in that of an agency that normally supplies parts to the Contractor.
- D9.2 Parts shall be made available in Winnipeg by the Contractor in an expedient manner consistent with the service requirements of the equipment.

D10. INVOICES

- D10.1 Further to D5.3, the Contractor shall submit invoices to the location designated at the time of ordering.
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's Purchase Order 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.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

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. TRAINING

D12.1 The Contractor shall be required to provide training by qualified staff, for City of Winnipeg maintenance personnel and operating personnel at the time of delivery of the equipment. Training shall be included as part of the Bid price. The training shall be in one session for maintenance and operating personnel. The training shall be coordinated through the Contract Administrator. The duration of the sessions shall be to provide familiarization and orientation on the equipment to the satisfaction of the Contract Administrator. The training shall be conducted at a location to designated by the Contract Administrator.

D12.2 The supplier shall inform the Contractor Administrator if a VHS video training tape is available on this piece of equipment.

D13. PERFORMANCE RELIABILITY

D13.1 The responsibility for the design of the complete equipment, its performance and reliability shall rest upon the Contractor.

D13.2 The term "repeated failures" as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the equipment inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventative maintenance schedule.

D13.3 Where the equipment develops "repeated failures" in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.

D14. MANUALS/CDS (PREFERRED)

D14.1 The following manuals/ (CDs preferred) shall be supplied at the time of delivery of the equipment and shall be included in Bid price:

- (a) one (1) only operator's manual/CDs;
- (b) one (1) only parts and service manuals/CDs; and
- (c) one (1) only preventative maintenance schedule.

D15. LITERATURE

D15.1 The Contractor shall submit within forty-eight (48) hours upon request of the Contract Administrator, current descriptive detailed literature on the equipment being Bid.

D16. WARRANTY

D16.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for detailed specification 02-072 for the item supplied shall begin on the date the equipment is put in service by the City of Winnipeg and the duration of the coverage shall be for a period of One (1) year.

D16.2 Notwithstanding GC.10.01 and GC.10.02, the warranty period for detailed specification 02-073 for the item supplied shall be five hundred (500) hours from the date the equipment is put into service by the City of Winnipeg.

D16.3 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.

D16.4 Notwithstanding GC.10.01, GC.10.2 and D16.3, 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.

D16.5 The apparatus is of vital importance to the City in providing essential services and, accordingly, all warranty items brought to the attention of the Contractor by the City shall be rectified expediently. The City reserves the right to effect warranty repairs to the apparatus, at full cost to the Contractor, should the Contractor fail to perform within 48 hours.

D16.6 In the case where the Bidder proposes that warranty work be performed by a third party or by the City of Winnipeg, the Bidder shall provide a written detailed proposal within three (3) Business days from a request by the Contract Administrator. Any work performed by the Fleet Services Division shall be charged to the Contractor at the Branch's shop rate in effect at the time the work is performed. The City reserves the right to reject any bid where the proposal for warranty work is deemed unacceptable by the Contract Administrator.

D16.7 In the case where the Contract Administrator and the Contractor have determined that the repair time will be in excess of three (3) Calendar Days, the Contractor shall supply a similar unit for use at no cost to the City during this downtime period. In the case where the Contractor is unable to supply a similar unit to the City of Winnipeg during this downtime period, the Contractor will assume all costs including all incidental costs incurred by the City of Winnipeg for the temporary supply of a similar unit or repairs from a third party.