

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the enclosed 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".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Lease of Self-Propelled Road Patching Machines as per the attached Detailed Specifications 03047.
- 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.
- D2.3 Unless specifically stated otherwise in the Detailed Specifications, only new, unused equipment of current manufacture shall be accepted.

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**" means 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 Self-Propelled Road Patching Machines, attachments and associated equipment in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Wayne Williams
Supervisor or Equipment Supply
770 Ross Avenue, Winnipeg MB R3E 1C6
Telephone No. (204) 986-5328
Facsimile No. (204) 986-3773

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

Mr. Eugene Romaniuk *CET*
Equipment Specifications Technologist
770 Ross Avenue, Winnipeg MB R3E 1C6

Telephone No. (204) 986-4181

Facsimile No. (204) 986-3773

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. LICENSING AND INSURANCE

D6.1 The City shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage.

D6.2 The City will provide its own Third Party Liability insurance excessive of the basic Autopac coverage. Evidence of such coverage will be provided by the Contract Administrator upon request.

D6.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Claims and Insurance Branch of the City Finance Department.

D7. LEASE PERIOD

- D7.1 The Lease Period shall be thirty-five (35) months, commencing April 1, 2004. The equipment shall be leased to the City from April 1 to October 31 each year between the years of 2004-2008. Notwithstanding Section D9. DELIVERY, the equipment shall be picked-up by the Contractor and removed from City property on November 1 each year between the years of 2004-2008. Similarly, the equipment shall be delivered to the City each year on April 1 until 2008.
- D7.2 If pick-up and delivery days fall on a weekend, the equipment shall be picked-up or delivered by the Contractor on the following business day.
- D7.3 At the discretion of the City, the lease period may be extended by up to and including fourteen (14) months (i.e., April 1-October 31, 2009 and April 1-October 31, 2010) depending on equipment requirements. The lease rate for the extension period shall be the same as the tendered price for Item 1 on Form B: PRICES. The City will notify the Contractor fifteen (15) calendar days prior to the termination date of the lease period if an extension of the lease is required.

D8. USER DEPARTMENT

- D8.1 While it is the intent of the City that the vehicles supplied under this Contract will be used by the Public Works Department, the City reserves the right to reassign any or all units to other City Departments on occasion.

D9. DELIVERY

- D9.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to the Fleet Management Agency, Equipment Inspections Office, 770 Ross Avenue, Winnipeg, Manitoba on or shortly before the Lease Commencement Date specified in Section D7.1. The Contractor shall contact the Supervisor of Equipment Supply (tel: 204-986-5328) prior to delivery of the equipment.
- D9.2 The Contractor shall perform a pre-delivery inspection on all equipment supplied.

D10. INSPECTION

- D10.1 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.
- D10.2 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.
- D10.3 Notwithstanding Clause D10.1, 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.

D11. CERTIFICATE OF INSPECTION

- D11.1 A Certificate of Inspection shall be issued by the Contract Administrator, for the equipment leased under this Contract, following successful completion of the inspection process for all pieces of equipment in accordance with Section D10. herein.
- D11.2 The Certificate of Inspection shall indicate the date that each piece of equipment has successfully completed the inspection process.

D12. PARTS AVAILABILITY

- D12.1 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.
- D12.2 Parts shall be made available in Winnipeg by the Contractor within three (3) working days upon request by the City of Winnipeg.

D13. INVOICES AND PAYMENT

- D13.1 Monthly rental payments will be net, paid at the beginning of each month. All payments will be made in Canadian funds at par in Winnipeg, Manitoba, and no interest will be allowed on any payments. All charges for duty, freight and other charges, governmental or otherwise, but not including Manitoba Retail Sales Tax and the Goods & Services Tax, shall be included in the leased prices.
- D13.2 The Contractor shall submit accurate monthly invoices for the lease for each piece of equipment specified in the Contract to:
- The City of Winnipeg
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6
Attn: Supervisor of Equipment Supply
- D13.3 Invoicing shall be in triplicate.
- D13.4 For lease periods of less than one month, the monthly lease payment shall be pro-rated on the basis of a 30-day month.
- D13.5 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 (first invoices only);
 - (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.
- D13.6 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D14. WEAR AND TEAR

- D14.1 When the units leased under this Contract are returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two way mobile radios.
- D14.2 When a unit or units supplied under this Contract are returned to the Contractor and the units have wear or damage in excess of normal wear and tear, the successful bidder shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Fleet Management Agency investigate the Contractor's claims. The unit or units in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding damage claims. The Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.