

**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 the supply and installation of ash niche columbarium unit, at 3001 Notre Dame Avenue in accordance with the requirements hereinafter specified.
- D2.2 The major components of the Work are as follows:
- D2.2.1 The ash niche columbarium unit shall be one of the following:
- (a) one (1) triangular upright columbarium unit (with individual engraved niche doors); with the following features.
    - (i) the number of niches per unit: minimum of 70 to a maximum of 96;
    - (ii) the height from the ground to the top of the niche structure: minimum of 6' (ft) to a maximum of 7' (ft) 6" (in);
    - (iii) material of the base for the unit is to be either granite or reinforced pre-cast concrete (4,000 to 5,000 psi) with a shape consistent with a triangular design and with a thickness of 4" (in) to 6" (in) complete with contoured profile, and
    - (iv) material for the top section or the top of the unit is to be either granite or reinforced pre-cast concrete and the thickness will be approximate 4" (in) to 6" (in) complete with contoured profile. A drip notch must be installed around the entire perimeter (ahead of the face of the granite niche shutters) on the underside of this section. A saw cut is suitable for this notch.
- D2.2.2 All pre-cast materials to be provided / installed free of blemishes, chips, pockmarks / air holes and are to be smooth and uniform in appearance (texture/colour).
- (a) all reinforcing materials is to be epoxy coated and installed with appropriate concrete coverage minimal 1 ½ (in) - 2" (in) from finished surfaces.
- D2.3 Niche specifications as follows:
- (a) the size of triangular unit niche openings are as follows:

Width	11 ¾" (in) to 12 ½" (in)
Height	11 ¾" (in) to 12 ½" (in)

Depth 12" (in) to 18" (in)

- (b) niches to be constructed of reinforced pre-cast concrete, (of smooth, uniform finish c/w painted interior finish); or stainless steel, or aluminium; or other rust resistant material.

D2.4 Individual granite niche shutters and trim to be as follows:

- (a) thickness of granite is to be a minimum of 3/4" (in) c/w eased edges and polished exterior finish;
- (b) the colour will be Brits or other black colors;
- (c) the individual shutters to be calibrated identical in size so as to be interchangeable;
- (d) the Contractor shall supply four (4) additional matching spare granite doors;
- (e) shutter corners are to be cut approximate on forty-five (45) degrees to accommodate installation/rosettes; and
- (f) colour of trim and end panels to be decided at a later date and to compliment the colour of the shutter doors.

D2.5 For security, each niche must have an inner locking niche door cover constructed of aluminium, or galvanized metal, or other non-corrosive or rust resistant material.

- (a) the Contractor shall supply four (4) additional locking keys or other locking mechanism for the inner doors.

D2.6 The Contractor shall supply bronze rosettes (fasteners) to hold each granite niche door plus an additional eight (8) rosettes.

D2.7 The hardware assembly shall be stainless steel material, and for security, a sufficient supply of screws shall be supplied for the Unit, as well as four (4) specialized screwdrivers.

D2.8 If the Contractor uses steel in the construction of the core assembly, all such materials are to be hot dipped galvanized. Painting of this core to match painted interiors of the niches.

D2.9 The City of Winnipeg will install the concrete foundation for the ash niche triangular columbarium unit, approximate 6" (in) to 8" (in) in thickness on 3 or 4 piles 12" (in) to 16" (in) wide by 8 (ft) to 12 (ft) as required.

### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Mr. Rick Thain  
Cemeteries Administrator  
Municipal Cemeteries Division  
3001 Notre Dame Avenue  
Winnipeg, MB R3H 1B8

Telephone No.: (204) 986-4392

Facsimile No.: (204) 986-4298

### **D4. NOTICES**

D4.1 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.

- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.3, D4.4 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.
- D4.3 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
- D4.4 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

## **SUBMISSIONS**

### **D5. WORKERS COMPENSATION**

- D5.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D6. PERFORMANCE SECURITY**

- D6.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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.
- D6.2 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 Purchase Order and prior to the commencement of any Work on the Site.

## **D7. INSURANCE**

- D7.1 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 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;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 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 seven (7) Calendar Days from notification of the award of Contract.
- D7.4 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.

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D8.2 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 D5 and GC:6.14;
    - (iii) the performance security specified in D6; and
    - (iv) evidence of the insurance specified in D7.
  - (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.

### **D9. SUBSTANTIAL PERFORMANCE**

- D9.1 The Contractor shall achieve Substantial Performance by June 15, 2004.
- D9.2 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.

D9.3 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.

#### **D10. TOTAL PERFORMANCE**

D10.1 The Contractor shall achieve Total Performance within twenty-one (21) consecutive Business Days of the commencement of the Work as specified in D9.

D10.2 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.

D10.3 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.

#### **CONTROL OF WORK**

#### **D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D11.1 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).

#### **MEASUREMENT AND PAYMENT**

#### **D12. PAYMENT SCHEDULE**

D12.1 Further to GC:12.1, the Contractor shall submit an invoice to the location designated on the Purchase Order.

D12.2 Invoice must clearly indicate, as a minimum:

- (a) the City's Purchase Order (PO) number;
- (b) date(s) of Work;
- (c) Site(s) or address(s) of Work;
- (d) description, quantity and unit price(s) of Work performed;
- (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

#### **WARRANTY**

#### **D13. WARRANTY**

D13.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) year thereafter, except where longer warranty periods are specified in the

respective Specification sections, unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

- D13.1.1 For the purpose of Performance Security, the warranty period shall be two (2) years.
- D13.2 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 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.
- D13.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D5)

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. 164-2004

SUPPLY AND INSTALLATION OF ASH NICHE COLUMBARIUM UNIT FOR BROOKSIDE CEMETERY

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)