

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 or "Y" shaped upright columbarium unit (with individual or double engraved niche doors); with the following features.
 - (i) the number of niches per unit: minimum of 90 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 3" (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.

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

- (a) thickness of granite is to be a minimum of ¾" (in) c/w eased edges and polished exterior finish;
- (b) the colour will be Brits or other black colors;
- (c) the individual or double granite 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, stainless steel, or galvanized metal.

- (a) in addition the Contractor shall supply four (4) 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. INSURANCE

- D6.1 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;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 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.

- D6.4 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

D7. COMMENCEMENT

- D7.1 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 as specified in Paragraph 6 of Form A: Bid.
- D7.2 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; and
 - (iii) evidence of the insurance specified in D6.
 - (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.

D8. TOTAL PERFORMANCE

- D8.1 The Contractor shall achieve Total Performance within forty-five (45) Calendar Days of the Commencement specified in B15.
- D8.2 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.
- D8.3 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

D9. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D9.1 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

D10. PAYMENT SCHEDULE

- D10.1 Further to GC:12.1, the Contractor shall submit an invoice to the location designated on the Purchase Order.
- D10.2 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.

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

WARRANTY

D11. WARRANTY

D11.1 In accordance with GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter.

D11.2 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.

D11.3 Notwithstanding GC.13.2 and D11.1, 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.