

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.
- 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".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the
- Supply and Delivery of Industrial Tractor Loaders and Backhoes
in accordance with Detailed Specifications 04-036 and 04-038.**
- 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.
- D2.4 Further to GC 4.05, if at any time during the 12 month period following the award of the Contract, the City requires additional quantities of the Items, the City may request the Contractor to supply the additional quantities as Extra Work at the unit prices set out in the Contract. The Contractor may decline to supply the additional quantities without penalty.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (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 Industrial Tractor Loaders and Backhoes including attachments and associated equipment in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Ken Saxton
Equipment Contracts Officer
770 Ross Ave., Winnipeg MB R3E 1C6

Telephone No. (204) 986-4492

Facsimile No. (204) 986-3773

D5. DELIVERY

D5.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Fleet Management Agency Office, 770 Ross Avenue, Winnipeg, Manitoba **within one hundred and eighty (180) calendar days** from the date of official notification of award of Contract. The Contractor shall contact the Contract Administrator prior to delivery of the equipment.

D5.2 The Contractor shall fax all vehicle serial numbers, hours/mileage to the Contract Administrator one (1) calendar week prior to delivery.

D5.3 A pre-delivery inspection shall be performed by the Contractor on all equipment.

D6. PREVENTATIVE MAINTENANCE PROGRAM

D6.1 The Contractor shall provide full details of the Preventative Maintenance (PM) Program specific to the equipment being offered and shall include part numbers on regular maintenance items, filters, oils, belts etc.. The PM program shall be submitted within ten (10) working days from the date of notification of award of contract.

D6.2 All information, documents or other communications required to be submitted for the Preventative Maintenance Program shall be sent to the Contract Administrator specified in D4.1.

D6.3 If the PM Program has not been submitted by the Contractor to the City within ten (10) working days from the date of notification of award of contract, the City will perform the work and acquire the information at its own expense. The costs incurred (up to and including \$500.00) will be deducted from the Contractor's final invoice.

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 practicable. 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 D8.1, where multiple quantities 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 D8. herein.

D8.2 The Certificate of Total Performance shall indicate the date that each piece of equipment has successfully completed the inspection process.

D9. LIQUIDATED DAMAGES

D9.1 If the Contractor fails to achieve delivery of the equipment within the time specified in Section D5.1 herein, the Contractor shall pay the City **\$ 40.00 per Calendar Day per vehicle** for each and every Calendar Day until the equipment has been delivered.

D9.2 The amount specified for liquidated damages in D9.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not supply the equipment by the day fixed herein for same.

D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D10. PARTS AVAILABILITY

D10.1 The Contractor's Winnipeg dealer/representative or service facility shall stock parts required for regular servicing, as outlined in the manufacturers service and maintenance manual.

D10.2 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 within seven (7) years of the date the equipment is placed into service.

D10.3 Parts shall be made available in Winnipeg by the Contractor within **forty-eight (48)** hours from request by the City of Winnipeg.

D11. INVOICES

D11.1 Upon initial delivery of the equipment, the Contractor shall submit an accurate invoice for the supply and delivery of each piece of equipment specified in the Contract to:

The City of Winnipeg
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6

D11.2 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;
- (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.

D11.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D12. PAYMENT

D12.1 Further to GC.9.03, payment shall be issued in Canadian funds net thirty (30) Calendar Days after successful completion of the inspection process or when the equipment has been successfully placed into operation.

D13. NOTICES

D13.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D13.2 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.

D13.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D13.4, D13.5 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

D13.4 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

D13.5 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

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding GC.10.01, GC.10.02,

Specification 21.0 of Detailed Specifications 04-036 and

Specification 23.0 of Detailed Specification 04-038,

the warranty period for each piece of equipment supplied shall begin on the date of successful completion of the inspection process or when the equipment has been successfully placed into operation.

D14.2 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.

D14.3 Notwithstanding GC.10.01, GC.10.02 and D14.2, 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 that is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

D14.4 The Contractor shall make available a "service truck" to provide and maintain the following at no cost to the City:

- a) Repair work - for repeated failures outlined in the detailed specifications sections under Performance Reliability.
- b) Warranty work - for all items covered under the warranty clause, outlined in the detailed specifications sections under Warranty.

D14.5 The Contractor shall provide and maintain "on-site" warranty services throughout the duration of the warranty period specified in

Form N1: Specification 04-036 and Form N2: Specification 04-038.

The on-site warranty services shall include the Contractor to provide warranty services anywhere within 10 km of the boundaries of the City of Winnipeg and within normal business hours. On-site warranty services shall only be requested where minor repair work is required, when the equipment is immobile, and where slow moving vehicles require warranty work. On-site warranty work shall only be requested by the City of Winnipeg Repair Facility Supervisors or their designates.

D14.5.1 If the Contractor is unable to perform on-site warranty services, the City of Winnipeg will provide the service at a rate of \$80.00 per hour which shall be billed to the Contractor over and above the warranty related costs.

D14.6 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.

D14.7 All incidental repeated failure costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.