

**PART D**

**SUPPLEMENTAL CONDITIONS**

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions for Provision of Services*, 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 development and implementation of fitness equipment maintenance and repair program for the City of Winnipeg at various sites in accordance with Table A for the period of March 1, 2005 to February 28, 2006 .
- D2.2 The major components of the Work are as follows:
- (a) Provide upkeep to equipment;
  - (b) Repair equipment;
  - (c) Record service provided to equipment.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### **D3. DURATION OF CONTRACT**

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of March 1, 2005 to February 28, 2006 .

#### **D4. DEFINITIONS**

- D4.1 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;

**D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:

Philip M Hay  
Recreation Aquatic Coordinator  
395 Main Street, 7<sup>th</sup> Floor  
Winnipeg, Mb  
R3B 3N8

Telephone No. (204) 986.7269  
Facsimile No. (204) 986.4274

- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D6. CONTRACTOR'S SUPERVISOR**

- D6.1 At the pre- commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D7. NOTICES**

- D7.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D7.2 GC.7.06 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.

- D7.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.4, D7.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

- D7.4 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

- D7.5 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

**D8. STORAGE**

- D8.1 It is the Contractor's responsibility to ensure that all materials are stored in a safe manner while performing Work on the Site.
- D8.2 The City shall not be responsible for any materials, equipment, tools, etc. left and/or stored on any of the Work Sites.

**D9. WORKMANSHIP**

- D9.1 Work shall be performed and materials shall be applied in a manner that shall protect the building, building property and public property from any damage.
- D9.2 Where the City advises the Contractor that his/her quality of service is for just reason objectionable, the Contractor must agree to improve said quality of services immediately after notification.
- D9.3 Work shall be performed with minimal disruption to occupants inside the buildings.
- D9.4 Return City equipment back in place or where directed by the Contract Administrator.
- D9.5 The Contractor shall make continuous determinations where, in the Contractor's conformed opinion any required service and/or product called for presents hazards to the public, environment or may contravene any regulatory or generally accepted industry practice, **NOTIFY** the Contract Administrator promptly.

**D10. SITE PROTECTION**

- D10.1 At all times during the performance of Work, including during brief absences, the Contractor shall safeguard the equipment and materials from children, building users and the general public.
- D10.2 The Contractor shall perform all Work as outlined to the satisfaction of the Contract Administrator as follows:
- (a) Where practicable, materials and equipment shall be placed where it can not be disturbed by City employees or Public going about their activities;
    - (i) The Contractor must protect the materials and equipment during maintenance and repairs for the safety of all people;

**SUBMISSIONS**

**D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 The Contractor shall be 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **D12. WORKERS COMPENSATION**

D12.1 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.

## **D13. INSURANCE**

D13.1 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 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
- (c) deductibles shall be borne by the Contractor.

D13.2 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D13.3 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D14. SECURITY CLEARANCE**

D14.1 Each individual proposed to perform Work under the Contract within City facilities or on private property shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.

D14.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D14.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D14.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D14.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

## **CONTROL OF WORK**

### **D15. COMMENCEMENT**

- D15.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D15.2 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 D12;
    - (iii) evidence of the insurance specified in D13; and
    - (iv) the security clearances specified in D14.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 Work under the awarded Contract will commence on March 1, 2005.

### **D16. ENQUIRIES DURING THE CONTRACT**

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number or a cell number at which enquiries for service may be placed.

## **MEASUREMENT AND PAYMENT**

### **D17. INVOICES**

- D17.1 Further to D7.3, the Contractor shall submit monthly invoices to the City of Winnipeg, Community Services Department, Community Development & Recreation Services Division, Attn: Phil Hay, 7<sup>th</sup> floor, 395 Main Street, Winnipeg MB R3B 3N8.
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) order date(s);
  - (c) date(s) of provision of services, including the sign-in and sign-out times at each Site;
  - (d) location/Site at which service was provided;
  - (e) description and quantity of services provided;
  - (f) the amount payable with GST and PST shown as separate amounts; and
  - (g) the Contractor's GST registration number.
- D17.3 The Contractor shall provide along with the invoice the following:
- (a) copies of all invoices for materials and subtrade costs;
  - (b) a copy of their Work Order sheet for each piece of equipment, at each Site indicated in Table A.
- D17.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D18. PAYMENT**

- D18.1 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.

**WARRANTY**

**D19. WARRANTY**

- D19.1 Further to GC.10.01, 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.
- D19.2 Notwithstanding GC.10.01, GC.10.02 and D19.1, 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.