



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 401-2007**

**SUPPLY AND INSTALLATION OF CREMATION INTERMENT AND  
MEMORIALISATION PRODUCTS (VARIOUS LOCATIONS)**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND INSTALLATION OF CREMATION INTERMENT AND MEMORIALISATION PRODUCTS (VARIOUS LOCATIONS)

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 11, 2007.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is responsible for determining:

- (a) that the components the Contractor is bidding on shall match existing units;
- (b) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (c) the nature of the surface and subsurface conditions at the Site;
- (d) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (e) the nature, quality or quantity of the Plant needed to perform the Work;
- (f) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (g) all other matters which could in any way affect his Bid or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract; and
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices; and
  - (c) Descriptive literature for all units.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted; and
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed; and
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid; and
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2

B10.3 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 10 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

### **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) aesthetics of the goods to match existing monuments 25%;
  - (d) Bid Price; 75%; and
  - (e) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Award Authority shall reject any Bid submitted that does not demonstrate that the goods shall match existing units, already in place at each location.
- B14.5 Further to B14.1(d), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.5 This Contract may be awarded by item as identified on Form B: Prices.
- B14.5.1 Notwithstanding B14.5, the Bidder may, but is not required to, bid on all items for each cemetery.



**B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

- C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.
  - C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C1.2 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
  - C1.2.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C1.3 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*

## **PART D - SUPPLEMENTAL CONDITIONS**

### **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 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.3 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".
- D1.4 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".
- D1.5 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.6 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.7 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 supply, delivery and installation of cremation interment and memorialisation product listed on Form B: Prices, the Work is to be done over a period of time starting September 2007 to December 2008.
- D2.2 The major components of the Work are as follows:
- (a) the supply, delivery and installation of various types of columbaria, ossuary and memorial features;
  - (b) the supply of design specifications for the foundations necessary to support columbaria in place as individually required to order; and
  - (c) the Contractor shall supply all foundation requirements within five (5) Business days of a request from the Contract Administrator, so that the foundations can be prepared either by City Staff and/or others:
    - (i) provide a time period required from official receipt to deliver, install and complete the project;
    - (ii) drawings and/or photographs and documentation illustrating the height, width, depth weight and type of granite and number of niches;
    - (iii) capacity of each niche, height, depth and width of niche, stainless steel or concrete are acceptable liners;
    - (iv) stainless steel or concrete are acceptable materials for internal compartment construction the Contractor shall state the material types as per B7.1(c); and
    - (v) product security and sealing method, including type of internal locking system, type of key required and if keys required number of keys supplied, ease of replacement of keys and locks, type of external fasteners for outer shutters, sealing method for internal compartment shutter.
- D2.3 Further to B15; the Contractor shall supply all drawing required for each type of Work, complete with an Engineer stamp on each drawing.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2007.

### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures.
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**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.

### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jane Saxby  
Administrator  
3001 Notre Dame Avenue  
Winnipeg, MB  
  
Telephone No.: (204) 986-4392  
Facsimile No.; (204) 986-4298

### 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 Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
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

Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg, MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **D6. EMPLOYEE BEHAVIOUR AND SUPERVISION**

- D6.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a City facility or vehicles and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner to City staff and other persons in the facility;
  - (b) drive all vehicles in accordance to the Highway Traffic Act;
  - (c) do not smoke within the facility; and
  - (d) obey all posted safety rules.
- D6.2 The Contractor's staff must always be aware that visitations / funeral services do occur within the Cemetery and appropriate respect must be granted such visitors. Noisy construction activity may, from time to time, necessitate a minor shut down of equipment to accommodate a funeral and visitation. All such down time to be logged by the Contractor and verified by Cemetery staff at the time occurrence.
- D6.3 The Contractor's staff will not in any way desecrate the sanctity of the Cemetery through scattering of any litter whatsoever; the playing of music or radios and appropriate respect will be shown to visitors, monuments/graves at all times. Failure to do so the Contract Administrator will ask that they remove themselves immediately.
- D6.4 The Contractor's staff and equipment must at all time respect the right of way of funeral traffic flows into the Cemetery and about the construction sites. They must promote safe and easy vehicular/pedestrian flow in every circumstance.
- D6.5 The Contractor's equipment shall be limited to existing road allowances only. No equipment shall be allowed to cross or occupy grassed portions of the Cemetery without the express written permission of Cemetery staff.
- D6.6 The Contractor's employees are unable to make use of the existing washroom facilities, they shall make alternate for their employees.
- D6.7 Water services at some of the cemetery sites are metered and permission from the Contract Administrator or his/her designate will be required prior to connecting to any services. Appropriate fees will be charged to the Contractor for such service.
- D6.8 The Contractor shall tape off the Work area, with (yellow or orange tape) this will be done to protect the public so that no one is allowed within the Work area.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

## **D8. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **D9. WORKERS COMPENSATION**

- D9.1 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.

## **D10. INSURANCE**

- D10.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, 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 the date specified in GC.3.01 for the return of the executed Contract.
- D10.4 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.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) the Safe Work Plan specified in D8;
    - (iii) evidence of the workers compensation coverage specified in D9; and
    - (iv) evidence of the insurance specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **MEASUREMENT AND PAYMENT**

### **D12. PAYMENT**

D12.1 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D13. PAYMENT SCHEDULE**

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **INDEMNITY**

### **D14. INDEMNITY**

D14.1 Notwithstanding GC 7.03, the Contractor shall indemnify the City in the amount of a minimum of twice the Contract value plus two (2) million dollars.

## **WARRANTY**

### **D15. WARRANTY**

D15.1 Notwithstanding GC 10.01; the warranty period for Columbaria units shall begin after the approved installation and shall expire twenty-five (25) years thereafter unless extended pursuant to G.C. 10.01 (6), in which case it shall expire when provided for thereunder.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
99048-1	Dome Columbarium
99048-2	Square Columbarium
99048-3	Single Sided Estate / Pedestal Niche Columbaria
99048-4	Tri Columbarium
99048-5	Memorial Pathstone
99048-6	Ossuary Lectern
99048-7	Book of Memories
99048-8	Granite Memorial Bench
99049-9	Entry Signs
99048-10	Columbaria Generic Specification

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6 prior to the Bid Submission.

#### E2. GOODS

E2.1 The Contractor shall supply, deliver and install cremation interment and memorialisation products in accordance with the requirements hereinafter specified.

E2.1.1 Item No. 1 – dome columbarium shall have minimum of seventy-two (72) niche units each individually sealed and with one outer shutter serving each niche (see drawing 99048-1).

E2.1.2 Item No. 2 - square columbarium shall have minimum of seventy-two (72) niche units each individually sealed and with one outer shutter serving each niche (see drawing 99048-2).

E2.1.3 Item No. 3 – single sided estate / pedestal niche columbaria shall have two (2) niches per unit (see drawing 99048-3).

E2.1.4 Item No. 4 - single sided estate / pedestal niche columbaria four (4) niches per unit (see drawing 99048-3).

E2.1.5 Item No. 5 – tri columbarium shall be a minimum ninety-six (96) niche units each individually sealed and with one outer shutter serving each niche (see drawing 99048-4).

E2.1.6 Item No. 6 – memorial pathstone shall be as per drawing 99048-5.

E2.1.7 Item No. 7 – ossuary lectern shall be as per drawing 99048-6.

E2.1.8 Item No. 8 – book of memories shall have a minimum of three (3) hundred spaces.

E2.1.9 Item No. 9 – granite memorial bench shall be as per drawing 99048-8.

E2.1.10 Item No. 10 – entry sign shall be as per drawing 99048-9.

E2.2 The Contractor shall insure that **no wood** products are used or placed in any of the units listed.

#### E3. FOUNDATION

E3.1 The City of Winnipeg or others shall install all bases required and the Contractor shall review each site prior to installation.



**E4. DELIVERY**

- E4.1 Goods shall be delivered and installed in the specified location provided on Table A, when required by the Contract Administrator during the term of the Contract, f.o.b. destination, freight prepaid to each location.
- E4.1.1 The Contractor shall inform the Contract Administrator as to the type of equipment/vehicles that will be used to install the product, including dimensions and weights of the equipment/vehicles.
- E4.2 Work shall be done between 9:00 a.m. and 4:30 p.m. on Business Days.
- E4.3 The Contractor shall off-load goods as directed at the delivery location.

**TABLE A**

**Brookside Cemetery**

3001 Notre Dame Avenue  
 Winnipeg, MB

Spring 2008	Brookside Cemetery	Ossuary Lectern
Summer 2007	Brookside Cemetery	Book of Memories
Fall 2007	Brookside Cemetery	Round Columbaria
Fall 2007	Brookside Cemetery	Single Sided Estate/Pedestal Niche Columbarium
Summer 2007	Brookside Cemetery	Memorial Benches
Spring 2008	Brookside Cemetery	Tri-Niche

**St. Vital Cemetery**

236 River Road  
 Winnipeg, MB

Date	Location	Item No.
Fall 2007	St Vital Cemetery	Square Columbarium
Fall 2007	St Vital Cemetery	Single Sided Estate/Pedestal Niche two (2) Columbarium
Fall 2007	St Vital Cemetery	Single Sided Estate/Pedestal Niche four (4) Columbarium
Fall 2007	St Vital Cemetery	Ossuary Lectern
Fall 2007	St Vital Cemetery	Round Dome Columbarium
Fall 2007	St Vital Cemetery	Granite Memorial Benches
Fall 2007	St Vital Cemetery	Memorial Pathstones
Fall 2007	St Vital Cemetery	Book of Memories
Fall 2007	St Vital Cemetery	Entry Signs

**Transcona Cemetery**

5014 Dugald Road  
 Winnipeg, MB

Fall 2008	Transcona Cemetery	Round Columbaria
Summer 2008	Transcona Cemetery	Book of Memories
Summer 2008	Transcona Cemetery	Memorial Benches
Summer 2008	Transcona Cemetery	Ossuary Lectern