

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".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of equipment as per the Detailed Specifications 04 -004 for new unused Equipment.
- 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.

D3. DEFINITIONS

- D3.1 When used in this Tender Package:
- (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**" means 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 motor graders, attachments and associated equipment in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Mr. Wayne Williams
Supervisor or Equipment Supply
770 Ross Avenue, Winnipeg MB R3E 1C6

Telephone No. (204) 986-5328
Facsimile No. (204) 986-3773

D4.2 General and technical enquiries shall be directed to:

Mr. Ken Saxton *EIT*
Equipment Specifications Technologist
770 Ross Avenue, Winnipeg MB R3E 1C6

Telephone No. (204) 986-4492

Facsimile No. (204) 986-3773

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 Commissioner 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

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
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D6. DELIVERY

D6.1 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. The Contractor shall contact the Contract Administrator prior to delivery of the equipment.

D6.2 The equipment shall be delivered within ninety calendar (90) days from the award of Contract.

D6.3 The Contractor shall fax all vehicle serial numbers, hours/mileage to the Contract Administrator within one (1) calendar week prior to delivery.

D6.4 A pre-delivery inspection shall be performed by the Contractor on all equipment.

D7. PREVENTATIVE MAINTENANCE PROGRAM

D7.1 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 Preventative Maintenance Program shall be submitted within ten (10) working days from the date of notification of award of Contract.

D7.2 All information, documents or other communications required to be submitted for the Preventative Maintenance Program shall be sent to the following address or facsimile number:

The City of Winnipeg
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6
Attn: Mr. Ken Saxton

Facsimile No.: (204) 986-3773

D8. INSPECTION

D8.1 Further to Clause GC.5.03 of the General Conditions, final inspection of the equipment shall be conducted as promptly as practical. 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.

D8.2 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.

D8.3 Notwithstanding Clause D7.1, where multiple quantity 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.

D9. CERTIFICATE OF TOTAL PERFORMANCE

D9.1 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 D7. herein.

D9.2 The Certificate of Total Performance shall indicate the date that each piece of equipment has successfully completed the inspection process.

D10. PARTS AVAILABILITY

D10.1 The Contractors Winnipeg dealer/representative shall make available all replacement parts and provide full maintenance or repair and return delivery to the City on any mower within a thirty-six (36) hour period.

D10.2 The Contractor shall be responsible to ensure that regular servicing parts are made available to the City of Winnipeg within a twenty-four (24) hour period

D10.3 In order to ensure a minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his/her own inventory or in that of an agency that normally supplies parts to the Contractor and shall be made available to the City of Winnipeg within thirty six (36) hours.

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
Attn: Supervisor of Equipment Supply

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 the date of the Certificate of Total Performance.

D13. WARRANTY

D13.1 Notwithstanding GC.10.01 and GC.10.02, 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 service. The warranty requirements shall be a minimum of five (5) years, parts and labour inclusive, up to a maximum of 500 operating hours per year (2500 hrs total), "bumper to bumper" on the complete mowers , mower decks, snowblower, enclosed cab and any other attachments.

D13.2 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.

D13.3 Notwithstanding GC.10.01, GC.10.02 and D13.2, 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.

- D13.4 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.
- D13.5 For the purpose of warranty repairs, the Bidder shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered. Further to B9.1, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities within three (3) Business Days upon request of the Contract Administrator.
- D13.6 If a suitable warranty facility is not available within 10 km of the boundaries of the City of Winnipeg, the Bidder may propose that warranty work be performed by the City of Winnipeg Repair Facility. Any Work performed by the City of Winnipeg Repair Facility shall be charged to the Contractor at the Facility's shop rate in effect at the time the work is performed (for example, shop rate for 2004: \$70.00/hour).