

PART D

SUPPLEMENTAL CONDITIONS

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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 "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.7 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the operation of the Assiniboine Park Conservatory Restaurant, 15 Conservatory Drive, Winnipeg, Manitoba, located within Assiniboine Park.

D3. DURATION OF CONTRACT

- D3.1 The Contract shall be for the period of June 1, 2005 to May 31, 2008.
- D3.2 By mutual agreement of the Contractor and Contract Administrator, this Contract may be extended for additional one (1), two year period from the expiration of the original Contract term.
- D3.3 Notwithstanding the foregoing, the City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.

D4. BACKGROUND

- D4.1 The following information is provided for Bidders:

(a) Historical Gross Sales for the Assiniboine Park Conservatory		
2001	\$ 522,473	
2002	\$488,220	
2003	\$289,413	(January 1 to August 22)
2003	\$ 44,787	(November 23 to December 31)

2004 \$506,300

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (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 Proposals;
- (c) "**Gross Restaurant Sale Revenues**" means the total revenues not including G.S.T. and P.S.T., generated by the supply of food and beverage services at the Assiniboine Park Conservatory Restaurant (thereinafter called "Conservatory Restaurant").

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Mr. Frank Kowalski
Coordinator of Park Services
6th Floor, 395 Main Street
Winnipeg MB R3B 3N8
Telephone No. (204) 986-4208
Facsimile No. (204) 986-8112

D6.2 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.

D7. CONTRACTOR'S SUPERVISOR

D7.1 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.

D8. NOTICES

D8.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D8.2 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.

D8.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.4, D8.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D6.1.

D8.4 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

- D8.5 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

D9. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D9.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D9.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D9.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.
- D10.2 The Contractor shall not carry on any business in, from or about the Conservatory Restaurant other than the Services provided for and approved by the terms of this Contract.

D11. WORKERS COMPENSATION

- D11.1 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.

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain a commercial general liability insurance policy for bodily injury (including death), personal, injury and property damage in an amount of at least two million (\$2,000,000.00) dollars inclusive for any one occurrence and shall include:

- (a) The City added as an additional insured;
- (b) A cross-liability clause;
- (c) Contractual liability;
- (d) Tenant's Legal Liability.

D12.2 An All Risks property insurance policy for the full replacement cost insuring stock and equipment; Tenant's Improvements, Business Interruption; and said policy shall also contain an waiver of subrogation against the City;

D12.3 Deductibles shall be borne by the Contractor;

D12.4 The Contractor shall provide the Contract Administrator with a certificate of insurance 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;

D12.5 The Contractor shall not cancel, or materially alter, or cause any policies to lapse without providing at least fifteen (15) Calendar Days prior written notice to the City and the City to be advised immediately should said policies of insurance lapse or otherwise be discontinued.

D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time by the Contractor during the continuance of this agreement.

D13. SECURITY CLEARANCE

D13.1 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.

D13.2 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.

D13.3 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.

D13.4 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.

D13.5 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.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) 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.

CONTROL OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority 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 D11;
 - (iii) evidence of the insurance specified in D12; and
 - (iv) the security clearances specified in D13.
 - (b) the Contractor has attended a meeting with the Contract Administrator.

D16. INQUIRIES DURING CONTRACT

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

D17. RECORDS

- D17.1 The Contractor shall provide the Contract Administrator with a record of the monthly gross sales to accompany the payment.

MEASUREMENT AND PAYMENT

D18. PAYMENT

- D18.1 Further to D8.3, the Contractor shall submit payment to the City of Winnipeg, Community Services Department, 6th Floor, 395 Main Street, Winnipeg MB R3B 3N8.

D19. PAYMENT SCHEDULE

- D19.1 Further to GC.9.03, payment shall be in accordance with the following payment schedule:
- (a) The monthly fee shall be paid no later than the fifteenth (15th) Calendar Day of the month following the month for which Services were provided;
 - (b) Payments received after the date specified in D19.1 (a) shall be subject to the City late payment policy, By-Law No. 5747/91 and any amendments thereto.

FORM K: EQUIPMENT
(See B11.2)

OPERATION OF THE ASSINIBOINE PARK CONSERVATORY RESTAURANT

<p>1. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>

FORM K: EQUIPMENT
(See B11.2)

OPERATION OF THE ASSINIBOINE PARK CONSERVATORY RESTAURANT

<p>4. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p> <p>Make/Model/Year: _____</p> <p>Owner: _____</p>