

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 "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. BACKGROUND

- D2.1 The goal is to enhance the well-being of Transit staff by enabling them to better deal with work and life stresses through treatment and relaxation massages. Transit has 1300 plus staff including approximately:
- (a) 950 bus operators
 - (b) 300 maintenance employees.
 - (c) 100 office staff
- D2.3 Bus operators work early morning rush hours and are free thereafter until early afternoon.
- D2.4 Maintenance employees take their lunch breaks from 11:00am to 11:30am.
- D2.5 Office staff generally has lunch from 12:00pm to 1:00pm.
- D2.6 Services shall be available Monday to Friday from 10:30am to 12:30 pm.
- D2.7 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.7.1 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.
- D2.7.2 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.
- D2.8 The City will provide a room at provided at Transit Fort Rouge Garage, 421 Osborne Street, Winnipeg, MB for use by the Contractor.
- D2.9 The City will provide a table and chairs for the contractor to use for paperwork.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of Massage therapy services for City of Winnipeg employees.
- D3.2 The major components of the Work are as follows:
- (a) Massage therapy offered to City of Winnipeg Transit staff on site at Transit Fort Rouge Garage, 421 Osborne Street, Winnipeg, MB.
 - (b) Massage therapy offered to City of Winnipeg staff at the 5th floor, 180 King, Winnipeg, MB
 - (c) offer assessment, treatment massage (work and/or sports related), myofascial treatment, trigger point treatments and lymphatic drainage treatment at either location.

D4. DURATION OF CONTRACT

- D4.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract for a one (1) year period from award of Contract.
- D4.2 Notwithstanding D4.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D5. DEFINITIONS

- D5.1 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;

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
- Christopher N. Golden
Operations Supervisor
Winnipeg Transit
421 Osborne Street, Winnipeg, MB, R3L 2A2
Telephone No. (204) 986-5752
Facsimile No. (204) 453-7385
- 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

SUBMISSIONS

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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a 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 until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, 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 seven (7) Calendar Days from notification of the award of Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order 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 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 D9;
 - (iii) evidence of the insurance specified in D9; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. ORDERS

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D13. RECORDS

D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to D8.3, the Contractor shall submit invoices to Manitoba Blue cross or directly to the City employee as designated at the time of service.

D15. PAYMENT

- D15.1 Notwithstanding GC.9, the City will not be responsible for payment. The payment shall be made by either:
- (a) Blue Cross and therefore contractor will follow the guidelines set out by Blue Cross for payment.
 - (b) Or by the City of Winnipeg employee.