

**PART D**

**SUPPLEMENTAL CONDITIONS**

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

- D1.1 In addition to the *General Conditions for Construction Contracts*, 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 "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of the demolition of 138 Higgins Ave. and 136/136½ Higgins Ave.
- D2.2 Further to GC:6, the City has arranged to have the gas and hydro connections disconnected and meters removed by others.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is:  
Randy Harwood  
Project Officer  
3<sup>rd</sup> Floor – 65 Garry Street  
Telephone No. (204) 986-2561  
Facsimile No. (204) 947-2284
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D4. CONTRACTOR'S SUPERVISOR**

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D5. NOTICES**

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 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
- D5.4 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**

### **D6. INSURANCE**

- D6.1 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) The Certificate of Insurance must also clearly state "operations to include demolition work".
  - (c) 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.
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 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.
- D6.4 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.

## **SCHEDULE OF WORK**

### **D7. COMMENCEMENT**

- D7.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D7.2 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 GC:6.14;
    - (iii) evidence of the insurance specified in D6.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
  - (c) the Contractor has obtained all necessary permits, except for the Demolition Permit;
  - (d) the Contract Administrator has re-searched the Title of the property pursuant to D11.1.
- D7.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D7.4 The Contractor shall not commence the building or structure demolition Work until authorized by the Contract Administrator. The key to the premises and said authorization to commence building or structure demolition work shall not be given to the Contractor until:
- (a) after the Contractor has removed and capped the sewer and water service lines as described in Clause E2.2 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same; and
  - (b) the Contract Administrator has confirmed receipt and approval of a copy of the Demolition Permit obtained by the Contractor.
- D7.5 The Contractor shall notify the Contract Administrator at least one (1) Business Day before commencement of the Work.
- D7.6 Upon commencement of Work, the Contractor shall work continuously every Working Day until the Work of the Contract has been completed to the satisfaction of the Contract Administrator.
- D7.7 The City, at its option, may delete any Site from the Contract before the Contractor starts work, in which case, no payment will be made to the Contractor for that Site.

### **D8. TOTAL PERFORMANCE**

- D8.1 The Contractor shall achieve Total Performance within seven (7) consecutive Working Days of the commencement of the Work as specified in D7.
- D8.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D8.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D9. LIQUIDATED DAMAGES**

D9.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City fifty dollars (\$50.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D9.2 The amount specified for liquidated damages in D9.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D9.4 Any fines or penalties that may be levied against the Contractor under any City By-Law will not be considered part of any liquidated damages in connection with this Contract.

#### **CONTROL OF WORK**

#### **D10. LAWS AND REGULATIONS**

D10.1 Further to GC:6.11, the Contractor shall carry out all demolition work in strict compliance with all applicable regulations, acts, codes, and by-laws including but not restricted to the following:

- (a) CSA Code S350-M1980 Code of Practice for Safety in Demolition of Structures;
- (b) Provincial Building Code;
- (c) Winnipeg Building By-Law;
- (d) Workplace Safety and Health Act;
- (e) City of Winnipeg Streets By-law;
- (f) City of Winnipeg Traffic By-law;
- (g) Manitoba Highway Traffic Act;
- (h) City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets; and

D10.2 Further to GC:6.12, the City has applied for the Demolition Permit and it should be in place by the time the successful Bidder receives a purchase order for the Work. The Contractor shall pick up and pay for the Demolition Permit only after the Contractor has removed and capped the sewer and water service lines as described in E2.2 and has the appropriate approval from the City of Winnipeg, Water and Waste Department for having done same. The Contractor may be charged an additional deposit if the sewer and water service lines are not removed prior to picking up the Demolition Permit.

#### **D11. LAND TITLE SEARCH**

D11.1 The Contract Administrator will re-search the Title to the property immediately prior to demolition to confirm that no new interests have been acquired. The Contractor shall contact the Contract Administrator at least one (1) Business Day prior to commencement of the demolition to confirm that these arrangements have been completed and to obtain permission to proceed with the Work of the Contract.

**D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D12.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**MEASUREMENT AND PAYMENT**

**D13. PAYMENT**

D13.1 Further to GC:12.1, the Contractor shall submit invoices to the location designated on the Purchase Order.

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's Purchase Order (PO) number;
- (b) date(s) of Work;
- (c) Site(s) or address(s) of Work;
- (d) description, quantity and unit price(s) of Work performed;
- (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's GST registration number;
- (g) receipt received from Water and Waste Department, if applicable.

D13.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D13.4 The Contractor shall submit a copy of the demolition permit and copies of the tipping tickets with their invoice.