



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 237-2007**

**PROVISION OF TREE PRUNING/REMOVAL SERVICES - DOWNTOWN**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TREE PRUNING/REMOVAL SERVICES - DOWNTOWN

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 10, 2007.

B2.2 Bid Submissions 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 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.

### **B4. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 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>.

B4.2.2 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.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

### **B5. SUBSTITUTES**

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 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 Plant, Material or method 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Section 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 B13.
- B5.9 No later claim by the Contractor for an addition to the Section Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.4.1 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.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.  
Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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;
  - (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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 10 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;
  - (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.

- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each Item in a Section of the Work identified on Form B: Prices.
- B8.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B8.1.2 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.2 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.
- B8.3 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.

## **B9. QUALIFICATION**

- B9.1 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;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;
  - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
  - (e) have successfully carried out work, similar in nature, scope and value to the Work;
  - (f) employ only Subcontractors who:
    - (i) are responsible and not suspended, debarred or in default of any obligation 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>); and
    - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

- B9.2 Further to B9.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of the Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program – Option 1 administered by the Manitoba Heavy Construction Association’s Safety, Health and Environment Program: or
  - (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association: or
  - (c) a report or letter to the effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>).
- B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor, including but limited to:
- (a) A detailed Work Plan, indicating the time frame within which the Bidder proposes to perform the Work identified thereon.
- B9.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator’s satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 After the Submission Deadline, the names of the Bidders and their 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>.
- B10.3 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>.
- B10.4 The Bidder is advised that any information contained in any Bid Submission 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.

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 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.



- B12.1.1 Notwithstanding GC.7.06(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.
- B12.1.2 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

- B13.1 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 B9 (pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(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 if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded by section(s) as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on any one or more sections.
- B13.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for the section and shall have the right, in their sole discretion, to award section(s) to Bidders based on their qualifications in accordance with B9.

### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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.
- B14.3.1 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.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* 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>.

## PART D - SUPPLEMENTAL CONDITIONS

### 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. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of provision of tree pruning/removal services from the date of award to December 21, 2007.
- D2.2 The major components of the Work are as follows:
- (a) Pruning/removal of Boulevard Street tress;
  - (b) Chipping of material; and
  - (c) Proper removal and disposal of excess pruning/removal material.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 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.
- D2.3.2 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.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or 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.

#### D3. DEFINITIONS

- D3.1 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;

D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:

- (a) "**Plant**" means any things brought to or constructed upon the Site by the Contractor for the performance of the work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections; therefore, but does not include material;
- (b) "**Boulevard**" means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways of a divided highway, and includes grassed areas in parks, interchange areas and private property bordering a street line.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Gerry Kuta  
Technician II  
Public Works Department  
401 Pandora Avenue  
Winnipeg MB R2C 1M7

Telephone No. (204) 986-2008; Cellular: (204) 803-0260

Facsimile No. (204) 222-2839

D4.2 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.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 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.

#### **D6. NOTICES**

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 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.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 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.

D6.4 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  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 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**

### **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. WORKERS COMPENSATION**

- D8.1 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.

### **D9. SAFE WORK PLAN**

- D9.1 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.
- D9.2 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>.

### **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 Contract Administrator with a certificate of insurance of each policy 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.

**D11. EQUIPMENT LIST**

D11.1 The Contractor shall have available, in good working condition for the duration of the Contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.

**D12. DETAILED WORK SCHEDULE**

D12.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

**D13. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

D13.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the contract and in accordance with the approved work schedule.

D13.2 Further to D13.1, special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.

D13.3 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

**D14. ACCESS TO "CITY" PROPERTY**

D14.1 Further to D13.1, in the event that a pruning location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him/her move the vehicle(s) or resume the pruning service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original pruning requirements.

D14.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

**D15. PRIME CONTRACTOR**

D15.1 Further to GC.5.02, 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).

**CONTROL OF WORK**

**D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D16.2 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 D8;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the equipment list specified in D11; and
  - (vi) the detailed work schedule specified in D12.
- (b) The Contractor and representatives has attended a pre-construction meeting with the Contract Administrator.

D16.3 The City intends to award this Contract by May 1, 2007.

#### **D17. SUBSTANTIAL PERFORMANCE**

D17.1 The Contractor shall achieve Substantial Performance by August 31, 2007.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D18. TOTAL PERFORMANCE**

D18.1 The Contractor shall achieve Total Performance by December 21, 2007.

D18.2 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.

D18.3 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.

#### **D19. ORDERS**

D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D19.2 The Contractor shall make provisions to receive orders, by any of the mean identified in D19.1 at all times between 8:30 a.m. and 4:30 p.m., on Business Days.

D19.3 The Contractor shall make provisions for a live representative to be available to be contacted directly from 8:00 a.m. to 4:30 p.m., on Business Days, in the case that special situations, concerns and/or emergencies arise. Pagers, answering machines and other delayed response methods are not acceptable.

D19.4 The Contractor shall contact the Contract Administrator before 8:00 a.m. each Working Day detailing the locations of their pruning/removal crews that will be working on City Sites.

#### **D20. RECORDS**

D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.



- D20.2 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.
- D20.3 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.
- D20.4 Further to G.C.5.04(1), THE City will impose a re-inspection fee of fifty dollars (\$50.00) per tree pruning or removal inspection(s) for each additional inspection required to ensure compliance with the Specifications for final acceptance of service received. Payment of invoices will be pending the outcome of any inspections that occur. This fee is in addition to the fixed sum for deficiencies for Work within this Contract.
- (a) Inspections may include the following:
    - (i) Inspect progress of Work to be completed;
    - (ii) Inspect for final acceptance of services received based on invoice;
    - (iii) Inspect for completion of deficiencies at Work Site, if any;
    - (iv) Inspect for final acceptance of services based on invoices received by Contractor. If services still are in a deficient state then the inspection fee will be charged each time after each inspection is made until Work is determined to be acceptable.

## **MEASUREMENT AND PAYMENT**

### **D21. INVOICES**

- D21.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D21.2 Further to D6.3, the Contractor shall submit invoices to the City of Winnipeg, Public Works Department, Urban Forestry Branch, 401 Pandora Avenue, Winnipeg MB R2C 1M7.
- D21.2.1 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D21.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D21.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D22. PAYMENT**

- D22.1 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.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Broadway-Assiniboine
2	Portage-Ellice
3	Central Park

#### **E2. SITE LOCATIONS**

E2.1 The Contractor is advised that the Work Site location's, may not identify the exact area requiring Pruning Services. The Contractor shall be advised of the exact Work Site locations in the required sequence from the Contract Administrator. All Work on the Site shall be completed prior to the commencement of any further Work being given. Removal services, if required, will occur within the pruning areas as trees that are identified in poor, dead or dangerous condition as determined by the Contract Administrator or designate.

#### **E3. LOCATION AND SCHEDULE OF WORK**

E3.1 All Work under this Contract shall be assigned by supplying the Contractor with a list of Work Site locations that are arranged on a priority basis. The Contractor must begin with the first listing and follow it through to the last listing unless the Contract Administrator approves other arrangements.

E3.2 Further to E9 is a listing of intended Work locations. It is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and/or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.

E3.3 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on or over private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.

E3.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.

#### **E4. AFTER HOURS WORK**

E4.1 Further to Clause GC.7.01 of the General Conditions, the Contractor shall obtain written permission from the Contract Administrator for any Work to be performed outside regular working hours including any Sunday or Statutory Holiday. Regardless of the Contract Administrator's approval, any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

#### **E5. PUBLIC SAFETY/TRAFFIC CONTROL**

E5.1 In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the

placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor. The requirements shall include the following:

- (a) The Contractor shall barricade the sidewalk surrounding the Work;
- (b) The Contractor shall provide a ground crew person at all times when aerial lift or climbers are involved in the tree maintenance operation. This person must be within 10m of the aerial lift device or of the tree containing climbers and must not be operating the chipper while overhead operations are occurring. This person is to ensure pedestrian and vehicular safety in the area where overhead maintenance is occurring.

## **E6. PRUNING OF TREES**

E6.1 The Contractor shall Prune Boulevard Street Trees in accordance with the requirements hereinafter specified.

E6.2 Trees are to be pruned in accordance with the "ANSI A300 (Part 1)-2001 Pruning standards entitled, "Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning)" (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available.

- (a) Trees are also to be pruned according to "Best Management Practices: Tree Pruning" (2002), which is a companion publication to the ANSI A300. For this Contract, the primary pruning objectives as stated in these publications shall include the following:
  - (i) Structural;
  - (ii) Cleaning;
  - (iii) Thinning;
  - (iv) Raising;
  - (v) And restoration.

E6.3 In addition to the requirements noted in E6.2, the following specific "light to moderate pruning" requirements shall be applicable to the Work.

- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance. Clearance on small trees may be obtained by crown narrowing/branch reduction;
- (b) Narrow the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
- (c) Selectively remove all dead, rubbing or broken branches;
  - (i) Cuts that would product a wound greater that 30 cm (6 inches) in diameter shall be approved by the Contract Administrator or designate before Work is initiated.
- (d) Remove suckers to 4.3 metres (14 ft.), but leave upper crown (above 4.3 metres (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
- (e) Remove all branches:
  - (i) overhanging onto buildings to minimum clearance standards determined by the Contract Administrator while still maintaining crown balance;
  - (ii) within 2 metres of all structures;
  - (iii) clear of traffic signs, traffic lights and street lights.
- (f) Inform the Contract Administrator or designate, of any trees that are in poor, dead or hazardous condition, or in need of cabling and/or bracing.

E6.4 The Contractor shall provide to the satisfaction of the Contract Administrator or designate valid Manitoba Arborist Licenses for all employees pruning trees during the course of the Contract.

- E6.5 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or his designate.
- E6.6 All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to, raking of all grassed/snow covered areas and sweeping of all hard surfaced areas. Total Performance of the Work shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily to a location to be determined by the Contract Administrator or his designate.
  - (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chipable material daily to the City of Winnipeg Brady Road Landfill Site. Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and/or Province of Manitoba.
  - (c) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received.
- E6.7 The Contractor shall:
- (a) sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping;
  - (b) comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System;
  - (c) be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work;
  - (d) be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work;
  - (e) be responsible for the constant supervision of the utility while the utility is on Site to advise which portions of the tree should be removed so as to ensure proper tree pruning Work to meet contract specifications;
  - (f) be responsible to make call back arrangements with the utilities should deficiencies exist; be responsible for any additional costs associated with tree pruning Work around utility lines;
  - (g) make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and Contract completion requirements; and
  - (h) advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree pruning Work.
- E6.8 The Contract Administrator shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.

## **E7. REMOVAL OF TREES**

- E7.1 The Contractor shall remove designated trees on an "as required" basis in accordance with the requirements hereinafter specified.
- E7.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator.

- E7.3 The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the Contract.
- E7.4 The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E7.5 Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate.
- E7.6 Once the removal process is initiated it shall be completed that same Working Day. The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) remove to a designated City of Winnipeg Landfill Site;
  - (b) chip and remove material to an appropriate location directed by the Contract Administrator or designate;
  - (c) The costs of all of the above operations are to be born solely by the Contractor.
- E7.7 The Contractor shall repair any damage resulting from the Work listed in E7.6, E7.6(a) and E7.6(b) inclusive, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.
- E7.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of Work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E7.9 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres:
- |         |                          |
|---------|--------------------------|
| Class 1 | 1 to 30 (+) cm           |
| Class 2 | greater than 30 to 50 cm |
| Class 3 | greater than 50 to 70 cm |
| Class 4 | greater than 71 cm       |
- E7.10 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) (measured at 135 cm above ground level) or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
- (a) where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
  - (b) where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 135 cm above ground level) of the largest trunk plus ½ the D.B.H. of each of subsequent trunks;
  - (c) situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.

## **E8. ASSESSMENT OF COMPLETED TREE STATUS**

- E8.1 All work shall be completed by December 21, 2007, no extension shall be granted.
- (a) An assessment will be administered to all Contractors at approximately the mid point of the Contract (August 31, 2007).

- (b) The amount of completed trees at this mid point shall be one half (1/2) of the awarded amount per section (+/-5%). Failure to meet this requirement will result in termination of the remainder of the Contract.

**E9. TREE LOCATIONS**

**E9.1 Section A: Broadway - Assiniboine (approximately 538 trees)**

Street	From	To	Elms	Total	Other species
Fort	Broadway	Assiniboine	0	25	25
Garry	Broadway	Assiniboine	18	35	17
Smith	Broadway	Assiniboine	3	4	1
Donald	Broadway	Assiniboine	9	11	2
Hargrave	Broadway	Assiniboine	49	72	23
Carlton	Broadway	Assiniboine	34	48	14
Edmonton	Broadway	Assiniboine	45	76	31
Kennedy	Broadway	Assiniboine	37	66	29
Assiniboine	Main	Fort	5	16	11
Assiniboine	Fort	Garry	7	12	5
Assiniboine	Garry	Smith	9	14	5
Assiniboine	Smith	Donald	9	17	8
Assiniboine	Donald	Hargrave	7	13	6
Assiniboine	Hargrave	Carlton	15	22	7
Assiniboine	Carlton	Edmonton	14	19	5
Assiniboine	Edmonton	Kennedy	8	11	3
Bonny Castle Park	Main	parking lot	8	77	69

Excluding trees along chain link fence

**E9.2 Section B: Portage - Ellice (approximately 77 trees)**

Street	From	To	Elms	Total	Other species
Vaughan Street	Portage	Webb Place	9	28	19
Vaughan Street	Webb Place	Ellice	0	11	11
Carlton Street	Ellice	Portage	0	13	13
Hargrave Street	Portage	Ellice	0	5	5
Donald Street	Ellice	Portage	0	4	4
Webb Place	Colony	Vaughan	0	11	11
Air Canada Window Park	NE Carlton / Portage		2	5	3

**E9.3 Section C: Central Park (approximately 305 trees)**

Street	From	To	Elms	Total	Other species
Kennedy	Ellice	Qu'appelle	0	2	2
Kennedy	Qu'appelle	Sargent	0	13	13
Kennedy	Sargent	Cumberland	3	11	8
Edmonton	Cumberland	Sargent	6	8	2
Edmonton	Sargent	Qu'appelle	13	14	1
Edmonton	Qu'appelle	Ellice	6	13	7
Carlton	Cumberland	Qu'appelle	6	7	1
Carlton	Qu'appelle	Ellice	7	8	1
Smith	Ellice	Notre Dame	0	4	4
Sargent	Balmoral	Kennedy	4	12	8
Sargent	Kennedy	Edmonton	6	9	3

**Section C: Central Park** (continued)

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Elms</b>	<b>Total</b>	<b>Other species</b>
Qu'Appelle	Balmoral	Kennedy	4	<b>8</b>	4
Qu'Appelle	Kennedy	Edmonton	15	<b>19</b>	4
Qu'Appelle	E/s Central Park	Carlton	3	<b>7</b>	4
Qu'Appelle	Carlton	Hargrave	11	<b>11</b>	
Balmoral (E. side)	Ellice	Qu'appelle	0	<b>3</b>	3
Cumberland	Kennedy	Edmonton	6	<b>12</b>	6
Cumberland	Edmonton	Carlton	7	<b>7</b>	
Cumberland	Carlton	Hargrave	11	<b>14</b>	3
Cumberland	Hargrave	Donald	9	<b>14</b>	5
Ellice (north side)	Notre Dame	Smith	0	<b>6</b>	6
Ellice (north side)	Smith	Kennedy	0	<b>0</b>	
Ellice (north side)	Kennedy	Balmoral	0	<b>8</b>	8
Notre Dame (s. side)	Ellice	King	0	<b>5</b>	5
1 BL N Cumberland	Hargrave	621 Cumberland	1	<b>1</b>	
Central Park	S.Cumberland	btw Carlton/ Edmonton	53	<b>86</b>	33
Smith/Notre Dame	S. Notre Dame	btw Smith/King	3	<b>3</b>	