

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 335-2007

PROVISION OF ELM TREE INJECTIONS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ELM TREE INJECTIONS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 15, 2007.
- B2.2 Bids 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. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.3 The Bidder is responsible for determining:
 - (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the Plant needed to perform the Work;
 - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (f) all other matters which could in any way affect his Bid or the performance of the Work.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.1.1.
- B4.2 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 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.
- B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

- B5.1 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.
- B5.2 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.
- B5.2.1 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.
- B5.2.2 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.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 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.

- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid 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 B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
 - (a) Form A: Bid; and
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid 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

- B7.7.1 Samples or other components of the Bid 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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;
 - (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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 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 and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.1, 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.
- B9.2 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.
- B9.3 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.

B10. QUALIFICATION

B10.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations 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.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 The Bidder shall 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.
- B10.5 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will not be opened publicly.
- B11.2 Following 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.
- B11.3 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.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 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.

B13. WITHDRAWAL OF BIDS

- B13.1 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.
- B13.1.1 Notwithstanding C22.5, 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.
- B13.1.2 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.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

- B14.1 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 B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(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 or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the Average Diameter in centimetres multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the Average Diameter in

centimetres multiplied by the unit prices for each item, the sum of the quantities multiplied by the Average Diameter in centimetres multiplied by the unit prices for each item shall take precedence.

B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City expects to Award the Contract by May 25, 2007.
- B15.2 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.3 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.
- B15.3.1 Without limiting the generality of B15.3, 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.
- B15.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), 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

CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply 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.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, 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 provision of elm tree injections for the period of June 1, 2007 to October 15, 2007.
- D2.2 The major components of the Work are as follows:
 - (a) Preventative Elm Tree Injections;
 - (b) Therapeutic Injection including pruning;
 - (c) Proper removal of all incidental debris resulting from operation.
- 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.
- D2.3.3 Work shall commence within two (2) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.
- D2.3.4 Work may be performed seven (7) days a week if the Contractor deems it appropriate.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Gerry Kuta Forestry Technician II 401 Pandora Ave W. Winnipeg, Manitoba R2C 1M7

Telephone No. (204) 986-2008 Facsimile No. (204) 222-2839

D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, 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 the date specified in C4.1 for the return of the executed Contract.
- D6.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D6.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D7. SECURITY CLEARANCE

- D7.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D7.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
 - (a) Form P-612 Check the following boxes: Employment Sensitive Position of Trust; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (b) Form P-249 (Form 1 Consent) can be found on the website at: www.winnipeg.ca/police/PDFs/BPR/consent_form1.pdf
 - (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm

- (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D7.2.1 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
 - (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- D7.3 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 the Work.
- D7.4 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.
- D7.5 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.
- D7.6 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 any Work.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.14:
 - (iii) evidence of the insurance specified in D6; and
 - (iv) the security clearances specified in D7.
- D8.3 The Contractor shall not commence the Work on the Site before May 28, 2007.

D9. ORDERS

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D9.2 The Contractor shall make provisions to receive orders, by any of the means identified in D9.1 above, at all times between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.3 The Contractor shall make provisions for a live representative to be contacted directly from 8:00 a.m. to 4:30 p.m., for concerns and/or emergencies and special situations that may arise.
 - (a) Pagers, answering machine and other delayed response methods are not acceptable.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each tree injected:
 - (a) A completed "Dutch Elm Disease Injection Data Sheet", containing information as per form attached.
- D10.3 The Contractor shall provide the Contract Administrator or designate with a copy of above noted form within fifteen (15) Calendar Days of a request.

CONTROL OF WORK

D11. JOB MEETINGS

- D11.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D11.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

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

D12.1 Further to C6.23, 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).

D13. SAFETY

- D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:
 - (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D14. INSPECTION

D14.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor

fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D14.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

MEASUREMENT AND PAYMENT

D15. PAYMENT

D15.1 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D16. PAYMENT SCHEDULE

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

- D17.1 Warranty is as stated in C12.
- D17.1 Further to C12, 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 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.

E2. SERVICES

- E2.1 The Contractor shall provide Elm Tree Injections in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall inject 250 (more or less) trees at locations to be approved mutually by both the Contractor and The City Forester or his designate on an "as required" basis.
- E2.3 The Contractor shall begin injection within 48 hours (72 hours if weekend involved) of notification of tree location approval.
- E2.4 The Contractor shall inject trees in a manner satisfactory to The City Forester or his designate, and furthermore, agrees that the above said operation may be inspected periodically as injections are being performed and that samples of the chemical concentrate and/or the mixed chemical may be taken at any time.
- E2.5 The Contractor shall contact The City Forester or his designate by telephone at 986-2008 at least twice per week to receive additional tree locations and other pertinent information.
- E2.6 The Contractor shall inform The City forester or his designate, by telephone at 986-2008 before 9:00 a.m., <u>prior</u> to and <u>after each</u> injection, of the time, date and location of each injection.
- E2.7 The Contractor shall inject, according to the label directions of the chemical being applied, the dosage required for therapeutic purposes, and/or for prevention for the longest time period available as the situation warrants, in accordance with accepted techniques and in compliance with all municipal, provincial and federal laws and regulations. Damage to trees, other than injection wounds, is not permitted. Chemical spillage of any kind is not permitted.
- E2.8 The Contractor shall arrange and be responsible for the required pruning and debris disposal of trees that are therapeutically injected according to accepted practices. Trees 38 cm DBH and less should be pruned of infected parts at the trunk just prior to injection. Trees greater than 38 cm DBH should be pruned of infected branches 2-3 weeks after injection except if the infected branch is in the lower third of the crown in which case it should be pruned just prior to injection as for smaller trees.
- E2.9 The Contractor shall supply all required equipment, materials and labour necessary to properly perform the requirements of this Contract.
- E2.10 The Contractor shall permanently mark each injected tree with a sequentially numbered metal tag securely nailed to the tree.
- E2.11 The Contractor shall remove <u>all</u> incidental debris resulting from the operation.
- E2.12 The Contractor shall repair and restore turf to existing grade and condition if excavation is required.

- E2.13 The Contractor shall provide, for each tree injected, a completed Dutch Elm Disease Injection Data Sheet containing information as per attached sample.
- E2.14 Preventative injection, shall be with a fungicide legally registered in Canada for injection control of Dutch Elm Disease, guaranteed for three (3) years, and priced per centimetre of diameter at breast height (D.B.H.). Breast height shall be 1.4m above ground level.
- E2.15 Therapeutic injection including pruning, shall be with a fungicide legally registered in Canada for injection control of Dutch Elm Disease, priced per centimetre of diameter at breast height (D.B.H.). Breast height shall be 1.4m above ground level.

E3. APPROVED PRODUCTS

- E3.1 Arbortect 20-S: (prevention and therapeutic treatment of Dutch Elm Disease)
- E3.2 Eertavas: (prevention and therapeutic treatment of Dutch Elm Disease)

E4. EQUIPMENT, SUPPLIES AND MACHINERY

E4.1 The Contractor shall have available for this project and to maintain in working condition, to be confirmed by inspection if warranted, such equipment, supplies and machinery as deemed necessary by The City Forester to fulfill contractual obligations.

E5. SIGNAGE

- E5.1 To ensure that citizens have the opportunity to avoid trees that have been treated with fungicide, signage will be provided as follows:
 - (a) On Site Signage:
 - (i) The Contractor will post signage on or near the boulevard, park, or open space before treatment where there is a risk of citizens coming in contact with the injected product.
 - (b) Signage Type/Symbol Information:
 - (i) The style of sign to be utilized in the fungicide-spraying program is a yellow corrugated cardboard material with black information lettering stating "Caution, Tree Injection Treatment, Avoid Contact With Treated Tree ". The symbol is the figure of a person with a diagonal slash across the figure. Information on signs to include date posted, date treated, fungicide used, registration number of the fungicide, what the fungicide is intended to control and the injection company's telephone number.
 - (c) Signage Size:
 - (i) Is 8" x 12". All signage for the Tree Injection will include all information as listed in (b)(i).
 - (d) Posting Process:
 - (i) Posting of signage will occur prior to fungicide injection and is to remain posted for a minimum twenty-four hour period after treatment.
 - (e) Sign Location:
 - (i) All normal access pathways to the tree(s) being injected and along sidewalks/roadways adjacent to injected trees will be posted with signage.
 - (f) Injection Equipment Signage:
 - (i) While injecting, all injection equipment will have clearly visible signage stating "Caution, Tree Injection In Progress, Avoid Contact With Treated Area".

E6. LOCATIONS

E6.1 The following locations are provided for information purposes only. The City reserves the right to add or delete locations as required for the duration of this Contract.

TREENO	DBH	Ht.	LOCATION
340	44	12	ST. VITAL PARK
341	45	12	ST. VITAL PARK
342	49	12	ST. VITAL PARK
343	41	12	ST. VITAL PARK
344	46	12	ST. VITAL PARK
345	54	12	ST. VITAL PARK
346	54	12	ST. VITAL PARK
347	74	15	ST. VITAL PARK
348	83	15	ST. VITAL PARK
349	94	15	ST. VITAL PARK
350	90	15	ST. VITAL PARK
351	80	15	ST. VITAL PARK
352	53	12	ST. VITAL PARK
353	54	12	ST. VITAL PARK
354	66	12	ST. VITAL PARK
355	56	12	ST. VITAL PARK
356	75	12	ST. VITAL PARK
357	73	15	ST. VITAL PARK
360	59	12	ST. VITAL PARK
361	69	12	ST. VITAL PARK
453	61	15	KILDONAN PARK INTERSECTION OF MCKAY DRIVE AND PEQUIS DRIVE
454	48	15	KILDONAN PARK INTERSECTION OF MCKAY DRIVE AND PEQUIS DRIVE
455	49	15	KILDONAN PARK INTERSECTION OF MCKAY DRIVE AND PEQUIS DRIVE
456	54	15	KILDONAN PARK INTERSECTION OF MCKAY DRIVE AND PEQUIS DRIVE
457	82	15	KILDONAN PARK INTERSECTION OF MCKAY DRIVE AND PEQUIS DRIVE
458	45	15	KILDONAN PARK MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
459	43	15	KILDONAN PARK MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
460	54	15	KILDONAN PARK MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
461	56	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
462 462	48	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
463 464	51 57	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
464 465	47	15 15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
466	56	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
467	58	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
468	43	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
469	38	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
470	43	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
471	48	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
472	47	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
473	43	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
474	48	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
475	58	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
476	54	15	KILDONAN PARK, MCKAY DRIVE EAST OF MAIN STREET ENTRANCE
477	69	15	KILDONAN PARK, INTERESECTION OF MCKAY DRIVE AND PEQUIS DRIVE
867	68	15	KILDONAN PARK AT WADING POOL
868	65	15	KILDONAN PARK AT WADING POOL
869	59	15	KILDONAN PARK ACROSS FROM WADING POOL
870	70	15	KILDONAN PARK, ACROSS FROM WADING POOL
871	59	15	KILDONAN PARK, RIVERVIEW DRIVE SOUTH OF RAINBOW STAGE
872	147	15	KILDONAN PARK, RIVERVIEW DRIVE SOUTH OF RAINBOW STAGE
873	63	15	KILDONAN PARK AT RAINBOW STAGE ENTRANCE
874	60	15	KILDONAN PARK, ACROSS ROAD FROM RAINBOW STAGE PARKING LOT
875	66	15	KILDONAN PARK AT RAINBOW STAGE PARKING LOT ENTRANCE
876	88	15	KILDONAN PARK AT RAINBOW STAGE PARKING LOT ENTRANCE
877	61	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
878	68	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
879	61	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
880	51	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE

881	52	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
882	62	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
883	39	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
884	55	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
885	53	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
886	84	15	KILDONAN PARK, RIVERVIEW DRIVE NORTH OF RAINBOW STAGE
898	70	1	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1006	83	15	ST. VITAL PARK
1007	54	15	ST. VITAL PARK
1008	47	15	ST. VITAL PARK
1009	49	12	ST. VITAL PARK
1010	47	12	ST. VITAL PARK
1011	50	12	ST. VITAL PARK
1012	53	12	ST. VITAL PARK
1013	39	10	ST. VITAL PARK
1014	86	15	ST. VITAL PARK
1015	47	12	ST. VITAL PARK
1016	52	12	ST. VITAL PARK
1017	47	12	ST. VITAL PARK
1018	73	12	ST. VITAL PARK
1019 1020	134 47	15 12	ST. VITAL PARK ST. VITAL PARK
1020	42	12	ST. VITAL PARK
1021	65	12	ST. VITAL PARK
1022	47	15	ST. VITAL PARK
1024	38	12	ST. VITAL PARK
1025	54	12	ST. VITAL PARK
1026	45	12	ST. VITAL PARK
1027	49	12	ST. VITAL PARK
1028	109	12	ST. VITAL PARK
1029	62	15	ST. VITAL PARK
1030	59	15	ST. VITAL PARK
1031	48	12	ST. VITAL PARK
1032	61	12	ST. VITAL PARK
1033	69	12	ST. VITAL PARK
1084	48	12	KILDONAN PARK
1085	41	12	KILDONAN PARK
1086	44	12	KILDONAN PARK
1087	47	12	KILDONAN PARK
1088	51	12	KILDONAN PARK
1089	47	12	KILDONAN PARK
1090	55	12	KILDONAN PARK
1091	47 45	12	KILDONAN PARK
1092 1093	45 51	12 12	KILDONAN PARK KILDONAN PARK
1093	53		KILDONAN PARK
1094	55	12 12	KILDONAN PARK
1096	66	15	KILDONAN PARK
1097	55	15	KILDONAN PARK
1098	37	12	KILDONAN PARK
1099	55	12	KILDONAN PARK
1100	42	12	KILDONAN PARK
1177	97	15	ST. VITAL PARK
1178	59	12	ST. VITAL PARK
1401	59	12	KILDONAN PARK
1402	42	12	KILDONAN PARK
1403	89	15	KILDONAN PARK
1404	38	12	KILDONAN PARK
1405	48	12	KILDONAN PARK
1406	45	12	KILDONAN PARK
1408	46	12	KILDONAN PARK

1409	40	12	KILDONAN PARK
1410	32	12	KILDONAN PARK
1411	48	12	KILDONAN PARK
1412	47	12	KILDONAN PARK
1413	43	12	KILDONAN PARK
1414	57	12	KILDONAN PARK
1415	44	12	KILDONAN PARK
1416	40	12	KILDONAN PARK
1417	48	12	KILDONAN PARK
1418	40	12	KILDONAN PARK
1419	45	12	KILDONAN PARK
1420	39	12	KILDONAN PARK
1421	38	12	KILDONAN PARK
1422	35	12	KILDONAN PARK
1423	39	12	KILDONAN PARK
1424	44	12	KILDONAN PARK
1425	53	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1426	49	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1427	84	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1428	73	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1429	39	15	KILDONAN PARK ACROSS ROAD FROM WITCHES HUT
1430	45	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1431	67	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1432	66	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1433	45	15	KILDONAN PARK, ACROSS ROAD FROM WITCHES HUT
1537	80	15	KILDONAN PARK, XFR WITCHES HUT
1601	45	15	KILDONAN PARK, ACROSS FROM WITHES HUT
1603	56		·
	41	15	KILDONAN PARK, ACROSS FROM WITCHES HUT
1605		15	KILDONAN PARK, WITCHES HUT KILDONAN PARK, WITCHES HUT
1606	46	15	•
1607	53	15	KILDONAN PARK, WITCHES HUT
1608	89	17	KILDONAN PARK, WITCHES HUT
1609	52 65	15	KILDONAN PARK, WITCHES HUT
1610	65	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1611	74	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1612	56	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1613	69	15	KILDONAN PARK, FLOWER GARDEN
1614	100	17	KILDONAN PARK, FLOWER GARDEN
1615	95	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1616	62	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1617	94	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1618	52	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1619	72	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1620	55	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1621	70	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1622	72	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1623	58	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1624	92	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1625	104	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1626	69	15	KILDONAN PARK, WITCHES HUT
1627	72	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1628	79	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1629	61	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1630	51	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1632	70	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1633	78	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1635	68	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1636	76	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1637	92	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1639	94	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1640	67	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT

1641	64	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1642	93	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT AT PICNIC AREA
1643	57	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1644	68	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1647	72	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1648	80	17	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
1650	69	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
2250	63	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT, AT PICNIC AREA
2276	103	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT, AT PICNIC AREA
2277	57	15	KILDONAN PARK, ACROSS FROM WITCHES HUT
2278	63	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
2279	63	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
2280	54	15	KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT
			KILDONAN PARK, NORTH OF CREEK AT WITCHES HUT, NW OF SOCCER
2281	65	15	FEILD

DUTCH ELM DISEASE INJECTION DA	ATA - SHEET			
ADDRESS:				
DATA COLLECTED BY:				
TREE DATA: TREE NO.	_ D.B.H	HEIGH	łT	_ (M)
TREE LOCATION:	MAP			
DATE OF FIRST SIGHTING AND/OR CO	ONDITION:			
INJECTION DATA: DATE: DISEASE DESCRIPTION AT TIME OF IN				
NO. OF INJECTION POINTS: FLARE: _				
CHEMICAL NAME:	CHEMICAL C	ONCENTRATI	ON :	_ PPM
TOTAL UPTAKE: CHEMICAL:	(MLS)	WATER:		(L)
COMMENTS:				
SIGNATURE OF APPLICATOR:				