

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 911-2007

TREE PRUNING & REMOVAL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TREE PRUNING & REMOVAL SERVICES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 11, 2008.
- 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. 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 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.
- B3.5 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.
- B3.6 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 Contract:
 - (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 Contract.
- 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 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.
- B5.9 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.

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form L: Detailed Work Plan.

- B6.2 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, to constitute a responsive Bid.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 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.
- B6.5 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.6 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

- (i) 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.
- B6.7 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
 - (i) The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.8 Bids 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 should 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 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 of the Work identified on Form B: Prices.
- B8.1.1 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.
- 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. FORM L : DETAILED WORK PLAN

B9.1 The Bidder should state the number of employees per week multiplied by the number of trees to be pruned per employee per week shall constitute the weekly work plan that will be evaluated for compliance of work to be completed for the duration of the Contract.

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 Bids 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, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 B9 (pass/fail);
 - (c) Detailed Work Plan

20%

(d) Bid Price

80%

- (e) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Detailed Work Plan shall be evaluated based on the dates submitted.
- B14.5 Further to B14.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.5.1 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 unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.

- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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.
- B15.3.1 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.
- 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 provision of tree pruning & removal services for the period of Date of Award to December 31 2008.
- D2.2 The major components of the Work are as follows:
 - (a) Pruning/removal of Boulevard Street trees;
 - (b) Chipping of material; and
 - (c) Proper removal and disposal of excess pruning/removal material.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.
- 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) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (b) "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (c) "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;
- D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:
 - (a) "Plant" means mean's 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 401 Pandora Avenue Winnipeg, Manitoba R2C 1M7

Telephone No. (204) 986-2008 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 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.
- D5.2 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.
- D5.2.1 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

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

D7.1 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.

D8. SAFETY ORIENTATION FORM

D8.1 The Contractor shall complete the Urban Forestry Branch Tree Pruning and Removal Safety Orientation Form and provide it to the Contract Administrator at least five (5) Business Days prior to the commencement of any Work on the Site. This form will be provided to the Contractor by the Contract Administrator at the pre-construction meeting.

D9. WORKERS COMPENSATION

D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) 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;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 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 seven (7) Calendar Days from notification of the award of Contract.
- D10.4 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.
- D10.5 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.

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. DAMAGE TO EXISTING STRUCTURES OR PROPERTY

- D12.1 Further to GC.6.01, special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.
- D12.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by his at his own expense, to the satisfaction of the Contract Administrator.

D13. ACCESS TO "CITY" PROPERTY

- D13.1 Further to GC:6.1, 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.
- D13.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

D14. PERFORMANCE SECURITY

- D14.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
 - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of twenty percent (20%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of twenty percent (20%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of twenty percent (20%) of the Contract Price.

- D14.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D14.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D15. COMMENCEMENT

- D15.1 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.
- D15.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D10.
 - (iv) Completion of the Urban Forestry Branch Tree Pruning and Removal Safety Orientation Form specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D16.1 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).

D17. SAFETY

- D17.1 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.
- D17.2 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.
- D17.3 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;

D18. INSPECTION

- D18.1 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.
- D18.2 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.

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 means identified in D19.1 above 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. 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.
 - (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 final acceptance of services 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 the Work is determined to be acceptable.

MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order as follows:

- (a) Invoices must be submitted for complete blocks pruned and must include all species of trees for a total surveyed tree count of the block. No partial invoices will be accepted.
- (b) Contactors must adhere to the elm tree pruning restrictions for American elms (April 1 to July 31) and for Siberian elms (April 1 to June 30).
- D21.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- 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 C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D22.2 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.

FORM H1: PERFORMANCE BOND (SEE D14)

KNOW ALL MEN BY THESE P	RESENTS THAT
-------------------------	--------------

(herei	nafter called the "	Principal"), and				
	nafter called the the "Obligee"), in	"Surety"), are held a the sum of	nd firmly bou	ind unto THE CI	TY OF WINNIPEG	(hereinafter
				dollars (\$)
sum t	he Principal and	ada to be paid to the Che Surety bind themserally, firmly by these	selves, their			
WHE	REAS the Principa	ıl has entered into a w	ritten contrac	t with the Obligee	dated the	
	day of	, 20	D , for:			
BID C	PPORTUNITY N	D. 911-2007				
TREE	PRUNING & REI	MOVAL SERVICES				
which	is by reference m	ade part hereof and is	s hereinafter	referred to as the	"Contract".	
NOW	THEREFORE the	condition of the above	e obligation i	s such that if the I	Principal shall:	
(a) (b) (c) (d)	forth in the Con perform the Wo make all the pa in every other	erform the Contract a tract and in accordance rk in a good, proper, wyments whether to the respect comply with	ce with the te workmanlike i e Obligee or t	rms and condition manner; o others as therei	s specified in the C n provided;	Contract;
(e)	demands of ev claims, actions Compensation performance o	save harmless the Olery description as sea for loss, damages Act", or any other Act non-performance of warranty period pro	et forth in the s or compe t or otherwise of the Contra	Contract, and from sation whether arising out of or ct or any part to	om all penalties, a arising under "T in any way conne	ssessments, The Workers cted with the
		ON SHALL BE VOID, able for a greater sun				The Surety
nothin or rel	g of any kind or r	DECLARED AND AG natter whatsoever that the Surety, any law	at will not disc	harge the Princip	al shall operate as	a discharge
IN WI	TNESS WHEREC	F the Principal and S	urety have si	gned and sealed t	his bond the	
	day of	. 20)			

The City of Winnipeg Bid Opportunity No. 911-2007 Supplemental Conditions Page 8 of 11

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SIGNED AND SEALED in the presence of:		
·	(Name of Principal)	
	Per:	(Seal)
(Witness)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (SeeD14)

(Date)	_
The City of Winnipeg Corporate Services Depar Legal Services Division 185 King Street, 3rd Floor Winnipeg MB R3B 1J1	
RE: PERFORMANCE	SECURITY - BID OPPORTUNITY NO. 911-2007
TREE PRUNING	& REMOVAL SERVICES
Pursuant to the request of	and for the account of our customer,
(Name of Contractor)	
(Address of Contractor)	
WE HEREBY ESTABLISH in the aggregate	H in your favour our irrevocable Standby Letter of Credit for a sum not exceedino
	Canadian dollars.
demand for payment mad Letter of Credit for the pay payment without inquiring	redit may be drawn on by you at any time and from time to time upon written de upon us by you. It is understood that we are obligated under this Standby ment of monies only and we hereby agree that we shall honour your demand fo whether you have a right as between yourself and our customer to make such gnizing any claim of our customer or objection by the customer to payment by us.
	by Letter of Credit may be reduced from time to time only by amounts drawn upor be in writing given to us by you if you desire such reduction or are willing that it be
Partial drawings are perm	itted.
	all demands for payment made within the terms and currency of this Standby honoured if presented to us at:
(Address)	

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit
Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)			

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name	of bank or financial institution)
Per:	
	(Authorized Signing Officer)
Per:	
	(Authorized Signing Officer)

FORM H3: TREE PRUNING AND REMOVAL SAFETY ORIENTATION FORM (See D8)

Representatives from The Urban Forestry Branch and the perform	ning contractor for The City of
Winnipeg's Pruning and Removal Contract #	have reviewed the
following safety requirements at a contract pre-meeting. All Manit	toba Provincial and Federal
Regulations pertaining to construction worker safety must be adhe	ered to. Omissions from the
list do not release the Contractor from abiding by all Regulations of	covered by Manitoba
Provincial or Federal Acts. Any additional applicable City of Winni	peg Safety Rules are specified
below.	

Topics	and	rovincial l/or Federal egulation	City of Winnipeg		Remarks
Hard Hats	Х				
Work Boots	Х		Χ		Omega rated
Eye Protection	X				
Hearing Protection	Х		Χ		
Chainsaw Pants	X				
Work Clothing	X				
Traffic Control	X				
First Aid	X				
Fall Arrest	Х				
Work Clearance	Х				Application to operate
Request					adjacent to overhead
MH-X1371					power lines
Appropriate Class			Χ		Tested and approved in
Rubber Gloves					the past six months
Spill Response Kits			X		Approved kit at each work site
Limits of Approach			Х		As outlined in Bid
Localetad Assist Lift			V		Opportunity As outlined in Bid
Insulated Aerial Lift			Х		
Devices			Х		Opportunity
Aerial Equipment Barricades			^		Not applicable when using insulated tools
	X				
W210 Regulations	^				Responsibilities of Prime Contractor
Personal Injuries	X				All injuries MUST be
i Gradital Injunes					reported immediately
ANSI Z 133.1	Х				

Jrban Forestry Branch Representative							
Phone:	Date:						
Contractor's Representative							
Phone:	Date:						

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

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, this listing is of intended Work locations per section. 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.
- E3.5 The Contractor shall not begin Work under this Contract prior to a pre-construction meeting being scheduled and held between representatives of the Contractor and the Contract Administrator.
- E3.6 This meeting will be scheduled with the Contractor after the award of Contract.

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 with in 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 produce 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 sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- E6.8 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.
- E6.9 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work.
- E6.10 The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work.
- E6.11 The Contractor shall 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.
- E6.12 The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- E6.13 The Contractor shall be responsible for any additional costs associated with tree pruning Work around utility lines and any such costs must be reflected in the overall bid.
- E6.14 The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E6.15 The Contractor shall 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.
- E6.16 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 form 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 as per the Contract Administrator or designate direction;
 - (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 31, 2008, no extension shall be granted.

- (a) An assessment will be administered to all Contractors at approximately the mid point of the Contract (September 15, 2008).
- (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 – Centre Venture

STREET	From	To	Elms	Others	TOTAL	Comments
Adelaide St	McDermot	Bannatyne	0	1	1	Comments
Adelaide St	Bannatyne	William	1	0	1	
Adelaide St	Wiliam	Elgin	9	0	9	
Air Canada Parkway	vviiidi	Ligin	3	36	39	
Argyle St	Higgins	MacDonald	0	8	8	
Argyle St	Heaton	George	0	1	1	
Assiniboine Parkway	ricatori	Goorgo	1	10	11	
Centennial Library			0	56	56	
Chinese Gardens			0	7	7	
Civic Center			32	25	57	
Disraeli Buffer	South		0_	5	5	
Disraeli Freeway	Main	Martha	3	3	6	
Disraeli Freeway	Martha	Lily	1	0	1	
Disraeli Freeway	Lily	Henry	3	0	3	
Disraeli Freeway	Henry	Argyle	1	0	1	
Elgin Ave	King	Adelaide	4	4	8	
Elgin Ave	Adelaide	Ellen (backlane)	5	11	16	
Fort Garry Gateway		,	18	16	34	
George Ave	Waterfront	Argyle	1	20	21	
George Ave	Duncan	Edwin	9	9	18	
George Ave	Edwin	Disraeli	9	9	18	
Graham Mall	Vaughan St.	Kennedy St.	0	13	13	
Graham Mall	Kennedy St. Edmonton	Edmonton St.	4	15	19	
Graham Mall	St.	Carlton St.	0	10	10	
Graham Mall	Carlton	Hargrave	0	15	15	
Graham Mall	Donald	Smith	0	21	21	
Graham Mall	Smith	Garry	0	21	21	
Graham Mall	Garry	Fort	0	12	12	
Graham Mall	Fort	Main	0	5	5	
Heaton Ave	Waterfront	Argyle	0	1	1	
James Ave	Princess	King	0	14	14	
James Ave	King	Main	0	4	4	
James Ave	Lily	Amy	1	1	2	
Japanese Garden			7	60	67	
King St	Bannatyne	James	15	7	22	
King St	James	Rupert	0	10	10	
King St	Rupert	Pacific	0	1	1	
King St	Pacific	Alexander	1	6	7	
King St	Alexander	Logan	1	7	8	
King St	Logan	Henry	0	1	1	
Lily St	James	Rupert	4		4	
Lily St	Galt	Disraeli	2	1	3	

Lily St	Henry	Disraeli	4	5	9
Main St	James	Rupert Disraeli	8	0	8
Main St	Rupert	(greenspace)	7	2	9
Main St	Disraeli	Logan	0	4	4
Main St	Logan	Higgins	0	5	5
Main St	James	Rupert	2	0	2
Main St	Rupert	Disraeli	2	1	3
Main St	Disraeli	Logan	4	0	4
Main St	Logan	Higgins	17	0	17
Main St	James	Rupert	4	0	4
Main St	Rupert	Alexander	2	0	2
Main St	Alexander	Logan	0	4	4
Main St	Logan	Higgins	0	7	7
Main St (center blvd)	Bannatyne	James	11	0	11
Main St (east side)	Bannatyne	James	11	0	11
Main St (west side)	Bannatyne	James	16	0	16
Main St. E/s	Broadway	York	0	5	5
Main St. E/s	St. Mary's	Graham	7	0	7
Main St. E/s	Graham	Portage	4	2	6
Main St. W/s	Broadway	York	1	7	8
Main St. W/s	York	St. Mary's	3	4	7
Main St. W/s	St. Mary's	Graham	6	2	8
Main St. W/s	Graham	Portage	4	4	8
Maple St	Higgins	Henry	2	2	4
Market Ave	Lily	Bertha	6	20	26
Martha St	Henry	Logan Disraeli	0	1	1
Martha St	Logan	(greenspace)	0	3	3
McDermot Lane Park			9	6	15
McDonald Ave	Argyle	Maple	3	5	8
McFayden Park			11	6	17
Merchants Park			0	6	6
Midtown Bridge Park	East		5	5	10
Midtown Bridge Park	West		10	14	24
Mostyn Place Park			0	6	6
Osbourne	East		1	2	3
Osbourne	West		5	6	11
Pacific Ave	Waterfront	Lily	0	3	3
Pacific Ave	Martha	Main	1	1	2
Portage Ave	Smith	Garry	12	8	20
Portage Ave	Garry	Fort	1	5	6
Portage Ave	Fort	Main	3	0	3
Portage Ave	Memorial	Vaughn	5	3	8
Portage Ave	Vaughn	Kennedy	10	17	27
Portage Ave	Kennedy	Edmonton	1	10	11
Portage Ave	Edmonton	Carlton	10	4	14
Portage Ave	Carlton	Hargrave	9	10	19
Portage Ave	Hargrave	Donald	15	1	16
Portage Ave	Donald	Smith	10	10	20
Princess St	Higgins	Henry	1	0	1
Princess St	Rupert	James	1	8	9
Ross Ave	Paulin	Ellen (backlane)	12	19	31
Rupert Ave	Amy	Lily	4	4	8
-	-	•			

Rupert Ave	Lily	Martha	0	4	4	
Rupert Ave	Main	King	0	1	1	
Rupert Ave	King	Princess	0	6	6	
Salt Ave	Waterfront	Duncan	0	2	2	
Salt Ave	Duncan	Edwin	0	2	2	
Waterfront Dr	Higgins	MacDonald	9	0	11	
Waterfront Dr	MacDonald	Heaton	9	0	9	
Waterfront Dr	Heaton	George	5	5	10	
William Whyte Park			7	8	15	at Notre Dame & Smith
				Total	1138	Centre Venture

E9.2 Section B – Colony

E9.2	Section B – Colony					
STF	REET From	То	Elms	Others	TOTAL	Comments
Balmoral	Portage	Ellice	4	0	4	
Balmoral	Portage	St. Mary	1	0	1	
Colony	Portage	St. Mary	6	7	13	
Ellice	Young	Memorial	0	12	12	
Good	Portage	St. Mary	1	0	1	
Memorial E/	s Ellice	Portage	8	8	16	
Memorial E/	s St. Mary	Portage	3	0	3	
Memorial W	//s Ellice	Portage	1	2	3	
Memorial W	//s St. Mary	Portage	16	0	16	
Portage CM	St. Mary	Young	1	1	2	
Portage N/s	Balmora	I Spence	4	1	5	
Portage N/s	Young	Spence	3	1	4	
Portage N/s	Spence	Balmoral	4	1	5	
Portage S/s	St. Mary	Balmoral	1	4	5	
Portage S/s	Balmora	I Good	5	2	7	
Portage S/s	Memoria	I Good	3	0	3	
Spence	Portage	Ellice	17	3	20	
Young	Portage	Ellice	1	6	7	_
				Т	otal <u>127</u>	Colony CV

E9.3 Section C - Crescentwood

L3.5 Section (S - Clescentw	oou				
STREET	From	То	Elms	Others	TOTAL	Comments
Academy Rd	Harrow	Stafford	13	2	15	
Academy Rd	Stafford	Wellington	16	16	32	
Avonherst	Harvard	Yale	8	9	17	
Cambridge St	Corydon	McMillan	22	3	25	
Cambridge St	McMillan	Dorchester	17	1	18	
Cambridge St	Dorchester	Grosvenor	15	1	16	
Cambridge St	Grosvenor	Yale	7	21	28	
Cambridge St	Yale	Harvard	14	6	20	
Cambridge St	Harvard	Kingsway	18	3	21	
Cambridge St	Kingsway	Dromore	16	17	33	
Cambridge St	Dromore	Academy	45	6	51	
Dorchester Ave	Stafford	Harrow	31	5	36	
Dorchester Ave	Harrow	Guelph	35	6	41	
Dorchester Ave	Guelph	Wilton	33	8	41	
Dorchester Ave	Wilton	Rockwood	27	5	32	
Dorchester Ave	Rockwood	Thurso	28	2	30	
Dorchester Ave	Thurso	Cambridge	17	2	19	

Dromore Ave	Harrow	Guelph	23	6	29	
Dromore Ave	Guelph	Wilton	21	12	33	
Dromore Ave	Wilton	Cambridge	27	2	29	
Enderton Park	VVIICOTI	Cambridge	65	55	120	
Grosvenor Ave	Stafford	Harrow	22	13	35	
Grosvenor Ave	Harrow	Guelph	24	8	32	
Grosvenor Ave	Guelph	Wilton	25	2	27	
Grosvenor Ave	Wilton	Rockwood	26	4	30	
Grosvenor Ave	Rockwood	Cambridge	29	8	37	
Grosvenor Ave North	Wellington	Lilac	4	3	7	
Grosvenor Ave North	Stafford	Wentworth	10	4	, 14	
Grosvenor Ave North	Lilac	Wentworth	6	4	10	
Grosvenor Ave South	Wellington	Lilac	11	5	16	
Grosvenor Ave South	Lilac	Wentworth	14	7	21	
Grosvernor Ave South	Stafford	Wentworth	9	3	12	
		McMillan	9 11	3 1	12	
Guelph St	Corydon				7	
Guelph St	McMillan	Dorchester	6	1		
Guelph St	Dorchester	Grosvenor	10	7	17	O/a Occalate on Department of DDIVATE
Guelph St	Grosvenor	Yale	2	8	10	S/s Guelph vs.Dorchester: PRIVATE
Guelph St	Yale	Harvard	5	6	11	
Guelph St	Harvard	Kingsway	0	14	14	
Guelph St	Kingsway	Dromore	4	8	12	
Guelph St	Dromore	Academy	5	9	14	
Harrow St	Corydon	McMillan	2	8	10	
Harrow St	McMillan	Dorchester	7	2	9	
Harrow St	Dorchester	Grosvenor	8	1	9	
Harrow St	Grosvenor	Yale	11	2	13	
Harrow St	Yale	Harvard	7	5	12	
Harrow St	Harvard	Kingsway	7	5	12	
Harrow St	Kingsway	Kingsway	9	2	11	
Harrow St	Kingsway	Dromore	2	0	2	
Harvard Ave	Cambridge	Rockwood	8	8	16	
Harvard Ave	Rockwood	Wilton	18	12	30	
Harvard Ave	Wilton	Guelph	23	10	33	
Harvard Ave	Guelph	Harrow	28	11	39	
Harvard Ave	Harrow	Stafford	17	10	27	
Harvard Ave	Stafford	Avonherst Ruskin	26	7	33	
Harvard Ave	Avonherst	Row Ruskin	5	3	8	S/s Harvard counted with Enderton Park
Harvard Ave	Stafford	Row	31	7	38	
Kingsway	Cambridge	Wilton	34	4	38	
Kingsway	Wilton	Guelph	35	5	40	
Kingsway	Guelph	Harrow	25	13	38	
Kingsway	Harrow Ruskin	Stafford	27	10	37	
Kingsway	Row	Wellington Ruskin	13	14	27	
Kingsway	Wellington	Row Ruskin	14	17	31	
Kingsway	Stafford	Row	21	19	40	
McMillan Ave	Stafford	Harrow	31	1	32	
McMillan Ave	Harrow	Guelph	24	10	34	
McMillan Ave	Guelph	Wilton	31	2	33	
McMillan Ave	Wilton	Rockwood	32	3	35	
McMillan Ave	Rockwood	Thurso	34	0	34	

McMillan Ave	Thurso	Cambridge	27	1	28
Munson Park			77	107	184
Palk	Ruskin Row	Wellington	16	16	32
Rockwood St	Corydon	McMillan	8	0	8
Rockwood St	McMillan	Dorchester	11	5	16
Rockwood St	Dorchester	Grosvenor	8	2	10
Rockwood St	Grosvenor	Yale	3	5	8
Rockwood St	Yale	Harvard	14	21	35
Rockwood St	Harvard	Kingsway	8	13	21
Ruskin Row	Grosvenor	Palk	10	11	21
Ruskin Row	Kingsway	Palk	20	9	29
Thurso St	Grosvenor	Dorchester	5	4	9
Thurso St	Dorchester	McMillan	11	11	22
Thurso St	McMillan	Corydon	7	3	10
Wellington Cres North	Grosvenor	Academy	40	31	71
Wellington Cres South	Grosvenor	Academy	41	23	64
Wilton St	Corydon	McMillan	19	0	19
Wilton St	McMillan	Dorchester	16	2	18
Wilton St	Dorchester	Grosvenor	13	4	17
Wilton St	Grosvenor	Yale	19	2	21
Wilton St	Yale	Harvard	7	7	14
Wilton St	Harvard	Kingsway	9	4	13
Wilton St	Kingsway	Dromore	14	2	16
Wilton St	Dromore	Academy	29	4	33
Yale Ave	Stafford	Harrow	23	6	29
Yale Ave	Harrow	Guelph	32	8	40
Yale Ave	Guelph	Wilton	18	13	31
Yale Ave	Wilton	Rockwood	27	10	37
Yale Ave	Rockwood	Cambridge Ruskin	25	10	35
Yale Ave	Stafford	Row	38	6	44
				Total	2680

Total <u>2680</u> Crescentwood

E9.4 Section D - Glenelm

STREET	From	То	Elms	Others	TOTAL	
Beatrice St	Hespeler	Cobourg	16	0	16	
Bredin Dr	Henderson	Henderson	8	4	12	
Carmen Ave	Glenwood	Beatrice	24	12	36	
Carmen Ave	Beatrice	Henderson	62	8	70	
Cobourg Ave	Henderson	Beatrice	69	4	73	
Cobourg Ave	Beatrice	Glenwood	29	12	41	
Digby Ave	Glenwood Cres	Silvia	2	7	9	
Elmwood Park			88	107	195	
Glenwood Cres	Digby	Hespeler	17	14	31	
Glenwood Cres	Hespeler	Noble	2	0	2	
Harbison Ave W	Henderson	Glenwood	48	13	61	
Hart Ave	Beatrice	Glenwood	36	12	48	
Hart Ave	Henderson	Beatrice	65	7	72	
Henderson Hwy	Coubourg	Carmen	1	0	1	
Henderson Hwy	Carmen	Martin	4	0	4	
Henderson Hwy	Harbison	Bredin	13	0	13	
Henderson Hwy CB	Talbot	Hespeler	6	0	6	
Hespeler Ave	Henderson	Beatrice	0	2	2	
Hespeler Park			6	11	17	

Leslie Ave	Glenwood	Silvia	2	7	9
Martin Ave W	Henderson	Beatrice	53	11	64
Martin Ave W	Beatrice	Glenwood	13	6	19
Noble Ave	Henderson	Beatrice	63	12	75
Noble Ave	Beatrice	Glenwood	41	8	49
Riverton Ave	Talbot	Disraeli Bridge	2	1	3
Roosevelt PI	Henderson	Bredin	3	3	6
Silvia St	Hespeler	Digby	3	23	26
Talbot Tot Lot			0	7 _	7
				Total	967 Glenelm

E9.5 Section E – Rossmere_B

	9.5 Section E	- Rossmere_i	В				
	STREET	From	То	Elms	Others	TOTAL	Comments
Br	razier St	Leighton	Roberta	0	6	6	
Br	razier St	Roberta	Greene	0	7	7	
Br	razier St	Greene	Linden	0	8	8	
Br	razier St	Linden	Hazel Dell	0	2	2	Both GAsh on west side
Br	razier St	Hazel Dell	Oakview	2	1	3	
Br	razier St	Oakview	Dunrobin	1	8	9	
Br	razier St	Dunrobin	Helmsdale	0	9	9	
Br	razier St	Helmsdale	Kimberly	0	11	11	
Ce	entennial Park	Raleigh W/s	Linden- Dunrobin Linden-	10	750	760	
Ce	entennial Park	Raleigh W/s	Dunrobin	7	525	532	
Dι	unrobin Ave	Henderson	Brazier	5	37	42	
Dι	unrobin Ave	Brazier	Roch	15	39	54	
Dι	unrobin Ave	Roch	Watt	29	40	69	
Dι	unrobin Ave	Watt	Golspie	1	51	52	
Dι	unrobin Ave	Golspie	Raleigh	10	45	55	
Gı	reene Ave	Henderson	Brazier	1	30	31	
Gı	reene Ave	Brazier	Roch	11	27	38	
Gı	reene Ave	Roch	Watt	15	36	51	
Gı	reene Ave	Watt	Golspie	9	64	73	
Gı	reene Ave	Golspie	Raleigh	8	48	56	
Ha	azel Dell Ave	Henderson	Brazier	10	35	45	
Ha	azel Dell Ave	Brazier	Roch	11	35	46	
Ha	azel Dell Ave	Roch	Watt	22	37	59	
Ha	azel Dell Ave	Watt	Golspie	11	43	54	
He	elmsdale Ave	Raleigh	Golspie	22	40	62	
He	elmsdale Ave	Golspie	Watt	19	40	59	
He	elmsdale Ave	Watt	Roch	13	38	51	
He	elmsdale Ave	Roch	Brazier	15	48	63	Don't prune at 328
He	elmsdale Ave	Brazier	Henderson	13	36	49	
He	enderson Hwy CB	Kimberly	Leighton	16	0	16	All Sib Elms on center blvd
Ki	imberly (north)	Raleigh	Golspie	9	8	17	Dire need of pruning
Ki	imberly (north)	Golspie	Watt	5	23	28	
Ki	imberly (north)	Watt	Roch	4	27	31	
Ki	imberly (north)	Roch	Brazier	10	19	29	
Ki	imberly (north)	Brazier	Henderson	1	15	16	
	eighton Ave (S+N/s)	Roch	Watt	24	25	49	
	eighton Ave S/s	Henderson	Brazier	0	11	11	
	eighton Ave S/s	Brazier	Roch	0	15	15	
Li	nden Ave	Raleigh	Golspie	12	48	60	Don't prune Mash at 649
Li	nden Ave	Golspie	Watt	4	56	60	Not 513 2 Poplars & 560 Gash

Linden Ave	Watt	Roch	12	40	52	
Linden Ave	Roch	Brazier	3	34	37	
Linden Ave	Brazier	Henderson	10	31	41	
Oakview Ave	Golspie	Watt	40	15	55	
Oakview Ave	Watt	Roch	30	36	66	
Oakview Ave	Roch	Brazier	2	31	33	
Oakview Ave	Brazier	Henderson	14	29	43	Don't prune Gash at 255
Roberta Ave	Raleigh	Golspie	14	42	56	Don't prune Basswood at 610
Roberta Ave	Golspie	Watt	9	43	52	
Roberta Ave	Watt	Roch	13	51	64	
Roberta Ave	Roch	Brazier	4	27	31	
Roberta Ave	Brazier	Henderson	3	37	40	Not @ 250 -2 Basswood
Roch St	Kimberly	Helmsdale	0	1	1	
Roch St	Helmsdale	Dunrobin	6	4	10	
Roch St	Dunrobin	Oakview	4	4	8	
Roch St	Oakview	Hazel Dell	9	2	11	
Roch St	Hazel Dell	Linden	3	1	4	
Roch St	Linden	Greene	3	11	14	
Roch St	Greene	Roberta	3	12	15	
Roch St	Roberta	Leighton	0	7	7	
Watt St	Roberta	Greene	0	2	2	
Watt St	Greene	Linden	0	2	2	
Watt St	Linden	Hazel Dell	0	4	4	All on E/s; powerline overhead
				Total	3336	Rossmere-B

E9.6 Section F - Varennes

STREET	From	То	Elms	Others	TOTAL	Comments
Crystal	St. Mary's	St. Thomas	11	13	24	
Crystal	St. Thomas	St. Anne's	1	29	30	
Fermor (N.blvd)	St. Anne's	St. Thomas	3	0	3	
Fermor (N.blvd)	St. Thomas	St. Mary's b/l	1	11	12	
Inman	St. Mary's	St. Thomas	0	24	24	
Inman	St. Thomas	St. Anne's	0	32	32	
Kingswood	St. Mary's	St. Thomas	1	22	23	
Kingswood	St. Thomas	St. Anne's	1	39	40	
Lorraine	St. Mary's	St. Anne's	0	26	26	
Mager	St. Mary's	St. Anne's	2	7	9	
Oakleigh	St. Mary's	St. Anne's	2	24	26	
Regal	St. Mary's	St. Thomas	7	15	22	
Regal	St. Thomas	St. Anne's	4	43	47	
Sherwood	St. Mary's	St. Anne's	10	38	48	
St. Thomas	Crystal	Regal	0	1	1	
St. Thomas	Regal	north b/l Regal Ecole	2	1	3	
Varennes	St. Anne's	Varennes	5	17	22	
Victory	St. Mary's	St. Anne's	20	12	32	<u>.</u>
				Total	424	Varennes

E9.7 Section G – Wellington Cr

STREET	From	То	Elms	Others	TOTAL
Ash St.	Wellington	Academy	0	5	5
Borebank St.	Wellington	Academy	36	40	76
Brock St.	Wellington	Academy	64	11	75
Cambridge St.	Wellington	Academy	20	1	21

Campbell St.	Wellington	Academy	53	6	59	
Cordova St.	Wellington	Academy	53	11	64	
Elm St.	Wellington	Academy	38	7	45	
Guelph St.	Wellington	Academy	1	8	9	
Lindsay Buffer (Strip D)	Academy	Wellington	50	74	124	3 trees on W/s mntnce bldg. Vs Oxford- Waverley 3 Schuberts - remove
Lindsay St.	Wellington	Academy	1	63	64	·
Montrose St.	Wellington	Academy	22	7	29	
Niagara St.	Wellington	Academy	52	35	87	
Oak St.	Wellington	Academy	10	39	49	
Oxford St.	Wellington	Academy	17	7	24	
Queenston St.	Wellington	Academy	62	10	72	
Waterloo St.	Wellington	Academy	19	68	87	
Waverley St.	Wellington	Academy	25	2	27	
Wellington Cres	Harrow	Guelph	0	2	2	
Center Blvd	Guelph	Cambridge	7	11	18	
Center Blvd	Cambridge	Oxford	4	12	16	
Center Blvd	Oxford	Waverley	4	11	15	
Center Blvd	Waverly	Montrose	6	14	20	
Center Blvd	Montrose	Elm	0	11	11	
Center Blvd	Elm	Oak	4	14	18	
Center Blvd	Oak	Ash	10	9	19	
Center Blvd	Ash	Waterloo	3	19	22	
Center Blvd	Waterloo	Niagara	3	19	22	
Center Blvd	Niagara	Queenston	2	16	18	
Center Blvd	Queenston	Brock	3	22	25	
Center Blvd	Brock	Cordova	1	18	19	
Center Blvd	Cordova	Campbell	1	16	17	
Center Blvd	Campbell	Borebank	0	25	25	
Center Blvd	Borebank	Lindsay Rail Road	1	13	14	3 Elms inside city yard, 8 x Maples and 2
Center Blvd	Lindsay	Tracks	3	5	8	x Elms W.of 87 Lindsay).
Wellington Cres	Academy	Harrow	41	20	61	
North Blvd	Harrow	Guelph	0	2	2	
North Blvd	Guelph	Cambridge	0	9	9	Did not include 2 Spruce trees in count.
North Blvd	Cambridge	Oxford	2	16	18	
North Blvd	Oxford	Waverley	1	9	10	
North Blvd	Waverley	Montrose	0	7	7	
North Blvd	Elm	Oak	1	2	3	
North Blvd	Oak	Ash	0	3	3	
North Blvd	Ash	Waterloo	3	11	14	
North Blvd	Waterloo	Niagara	2	5	7	One multi-stemmed tree included in
North Blvd	Niagara	Queenston	0	1	1	count. Only 3 larger non-Elms to prune E. of
North Blvd	Brock	Cordova	0	3	3	1253 Wellington Cr. driveway.
North Blvd	Cordova	Campbell	1	4	5	
North Blvd	Campbell	Borebank	1	0	1	
North Blvd	Borebank	Lindsay	1	1	2	<u>-</u>
				Total	1352	Wellington Cres.