



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 540-2008**

**PROVISION OF REMOVAL AND PRUNING OF DUTCH ELM DISEASED  
TREES/MISCELLANEOUS TREES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF REMOVAL AND PRUNING OF DUTCH ELM DISEASED TREES/MISCELLANEOUS TREES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 25, 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 B13.1.
- 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; and
  - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 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.
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 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
- B6.7.1 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.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 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. QUALIFICATION**

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.

B9.2 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>.

B9.3 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);

B9.4 Further to B9.3(c), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of the workplace Safety and Health Act Manitoba), by providing:

- (a) A valid COR certification number under the Certificate of Recognition (COR) Program – Option 1 administered by the Manitoba Heavy Construction Association’s Safety, Health and Environment Program; or
- (b) A valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) A report or letter to the effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>).

B9.5 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.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

B10.1 Bids will not be opened publicly.

B10.2 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>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **B11. IRREVOCABLE BID**

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

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.



- B12.1.1 Notwithstanding 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.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 (b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

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

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 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 unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5 This Contract will be awarded as a whole.

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

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in 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**

### **C0. 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 sub clause with the prefix “**C**” designates a section, clause or sub clause 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 removal and pruning of Dutch elm diseased and other trees for the period of August 1, 2008 to April 30 2009.

(a) All trees assigned for removal before April 15<sup>th</sup> must be removed by the Contractor on or before April 15<sup>th</sup>.

(b) Additional trees may be assigned after this date up until April 30<sup>th</sup>.

D2.2 The major components of the Work are as follows:

(a) Removal of Dutch elm diseased and other trees.

(b) Pruning of Dutch elm diseased and other trees.

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 Notwithstanding C7.4, 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 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. Bidders are advised that monies have been approved for work up to and including December 31, 2008.

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;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Kuta  
Technician II  
Public Works Department  
1539 Waverley St  
Winnipeg, MB R3T 4V7

Telephone No. (204) 986-2008

Facsimile No. (204) 222-2839

D4.2 Enquiries during the period of July 4, 2008 to July 25, 2008 should be directed to:

Karen Asmundson  
Technician I  
Public Works Department  
Urban Forestry Branch  
105-1155 Pacific Avenue  
Winnipeg MB R3E 3P1  
Telephone No (204) 232-9542  
Facsimile No. (204) 986-7236

D4.3 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. WORKERS COMPENSATION**

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D9. INSURANCE**

D9.1 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 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.

D9.6 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.

#### **D10. PERFORMANCE SECURITY**

D10.1 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 one-hundred thousand dollars (\$100,000.00); 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 one-hundred thousand dollars (\$100,000.00); 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 one-hundred thousand dollars (\$100,000.00).

D10.1.1 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.

D10.2 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.

#### **D11. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

D11.1 Further to G.C.6.01, special care shall be taken to avoid damage to existing structures or properties during the course of the work.

D11.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

**D12. ACCESS TO “CITY” PROPERTY**

- D12.1 Further to G.C 6.1, in the event that a tree removal/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 removal/pruning in the next accessible location. Once the said location becomes accessible, the Contractor shall return to complete the original removal/pruning requirements.
- D12.2 All costs related to returning and removing/pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

**D13. SECURITY CLEARANCE**

- D13.1 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.
- D13.2 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](http://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:  
[http://www.winnipeg.ca/police/BPR/forms/P-249\\_ConsentCrimRecordCheck.pdf](http://www.winnipeg.ca/police/BPR/forms/P-249_ConsentCrimRecordCheck.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](http://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](http://www.winnipeg.ca/police/BPR/fees.stm)
- D13.2.1 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.
- D13.3 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.
- D13.4 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.
- D13.5 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.
- D13.6 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.

#### **D14. VEHICLE INSPECTION**

- D14.1 The Contractor shall provide an annual certificate of aerial inspection and of dielectric testing for all aerial lifts to be used during the completion of the Work.
- D14.2 All aerial lifts to be used in the Work must have a Manitoba Government Inspection (MGI) sticker affixed to the chassis.
- D14.3 The Contractor must provide proof satisfactory to the Contract Administrator that all vehicles to be used in the Work have had an annual safety inspection.

#### **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 Safe Work Plan specified in D7
    - (iii) evidence of the workers compensation coverage specified in D8;
    - (iv) evidence of the insurance specified in D9; and
    - (v) the security clearances specified in D13.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D16. LIQUIDATED DAMAGES**

- D16.1 If the Contractor fails to complete the Work in accordance with the requirements of the Contract by the day fixed herein for completion, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for completion of the Work during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the Work by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

##### **D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D17.1 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).

##### **D18. SAFETY**

- D18.1 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.
- D18.2 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.
- D18.3 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;

## **D19. INSPECTION**

- D19.1 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.
- D19.2 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.
- D19.3 Further to GC.5.04(1), the City will impose a re-inspection fee of fifty dollars (\$50.00) per tree pruning or removal inspection(s) for each additional inspection required to ensure compliance with the specifications for final acceptance of services received. Payment of invoices will be pending the outcome of any inspections that occur. This fee is in addition to the fixed sum for deficiencies for work within this Contract.
- D19.4 Inspections may include the following:
- (a) Inspect progress of work to be completed;
  - (b) Inspect for final acceptance of services received based on invoice;
  - (c) Inspect for completion of deficiencies at Work Site, if any
  - (d) Inspect for final acceptance of services based on invoices received by Contractor. If services still are in a deficient state then the inspection fee will be charged each time after each inspection is made until Work is determined to be acceptable.

## **D20. ORDERS**

- D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D20.2 Contractor shall make provisions to receive orders, by any of the means identified in D20.1 at all times between 8:30 a.m. and 4:30 p.m., on Working Days.
- D20.3 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.
- D20.4 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.

D20.5 At the Contract Administrators option, copies of Dutch Elm Disease Detection Records for specific trees may be given to the Contractor to aid in the planning and undertaking of the Work. These documents are provided as reference only. If there is ever a discrepancy between information written on the Detection Record and the Contract, the Contract shall override such information.

## **D21. RECORDS**

D21.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D21.2 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.

D21.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D22. INVOICES**

D22.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D22.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.

D22.3 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.

D22.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D23. PAYMENT**

D23.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D23.2 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.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5, prior to the Bid Submission.

#### **E2. SERVICES**

- E2.1 Item No. 1 - shall be the removal and disposal of Dutch Elm diseased and other trees.
- (a) The Contractor shall remove elm trees marked with numbered orange or red flagging tape and/or orange tree marking paint and specifically described in work orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings.
    - (i) The Contractor may be requested by the Contract Administrator to remove other types of trees and trees not suffering from Dutch Elm disease.
  - (b) The Contractor will be provided with a complete list of all trees to be removed for the term of the Contract.
    - (i) Other trees may be added throughout the term of the Contract.
  - (c) The Contractor shall remove all requested trees regardless of their location, the type of terrain or degree of difficulty. Any changes must be agreed to by the Contract Administrator or designed prior to the Work being started.
  - (d) The Contractor shall obtain the permission of each property owner, or tenant and adjacent property owners or tenant if removals extend to involve those properties at least 24 hours prior to entering private property. If such permission is denied, the Contractor shall notify the City Forester or designate immediately. If access is required through adjoining property, it is the Contractor's responsibility to obtain permission to do so.
  - (e) The Contractor shall, when working on private property diseased elm trees, obtain a certificate listing all the D.E.D. numbers pertaining to that property, signed by each property owner or tenant upon completion of the work.
  - (f) The Contractor shall, ensure that at least one (1) person for each work crew or work area has a valid Manitoba Arborist License issued by Manitoba Conservation.
  - (g) The Contractor shall remove trees in a manner satisfactory to the City Forester or designate and agrees that the Work may be inspected by City personnel.
  - (h) 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 City Forester or designate.
  - (i) The Contractor shall be responsible for debarking to ground level any portions of an elm tree remaining above ground level.
  - (j) Vehicles must remain on existing public roads unless specific written permission for off road use is obtained from the property owner.
  - (k) The Contractor shall dispose of all material resulting from the Work immediately by one, or more, of the following methods:
    - (i) Remove to a designated City of Winnipeg landfill site;
    - (ii) Chip and remove material to an appropriate location;
    - (iii) Burn material completely on site, where conditions are appropriate. The burning site must be acceptable (in writing) to property owner and a burning permit must be obtained.

- (l) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contractor Administrator with a copy of all weigh bills received.
- (m) The Contractor shall maintain the Sites of the Work in tidy condition and free from accumulation of waste and debris. This shall include, but not be limited to:
  - (i) raking of all grassed/snow covered areas: and
  - (ii) sweeping of all hard surfaced areas.
- (n) 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. The costs are to be born solely by the Contractor.
- (o) The Contractor shall be:
  - (i) awarded work locations that may contain overhead utility lines that may be a factor in the required work.
  - (ii) responsible for special arrangements with respective utilities necessary to properly complete the Work.
    - ◆ Manitoba Hydro shall be contacted to secure utility clearance for all tree removals where hydro lines are a concern. Contractor shall keep a paper copy of the utility clearance on site for inspection by Contract Administrator or designate.
    - ◆ Paper copy of utility clearance for all trees where hydro lines are a concern shall be submitted with invoices for the removal of those trees.
  - (iii) 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 work to meet Contract Specifications.
  - (iv) responsible to make call back arrangements with the utilities should deficiencies exist.
  - (v) responsible for any additional costs associated with work around utility lines and any such costs must be reflected in the overall bid.
- (p) The Contractor shall repair any damage resulting from the Work including, but not limited to damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the City Forester or designate.
- (q) The Contractor shall complete removal operations on each Site within five (5) Working Days of commencement of work on that Site. Removal operations shall not be deemed complete until the site is cleaned as per (n) and tree is debarked as per (i).
- (r) 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.
- (s) The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres:
  - (i) Class 1: 1 to 30 cm
  - (ii) Class 2: 31 to 50 cm
  - (iii) Class 3: 51 to 70 cm
  - (iv) Class 4: 71 to 85 cm
  - (v) Class 5: 85 cm and greater
- (t) 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:
  - (i) Where a single diameter measurement is possible above ground the measurement will be made a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;

- (ii) Where a single diameter measurement above is not possible, then the total tree diameter will be based upon the D.B.H. (measured at 145 cm above ground level) of the largest trunk plus  $\frac{1}{2}$  the D.B.H. of each of subsequent trunks;
- (iii) Situations regarding the measurement of any tree not falling into one of the above categories must be referred to the City Forester or their designate immediately for a decision prior to removal.

E2.2 Item No. 2 – shall be the pruning of Dutch Elm diseased and other trees.

- (a) Trees are to be pruned in accordance with the “Best Management Practices - Tree Pruning (2002)” (revision and redesignation of Tree Pruning Guidelines – 1995) as published by the International Society of Arboriculture and the ANSI A300 (Part 1)-2001 Pruning standards entitled, “Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)” (revision and redesignation of ANSI A300- 1995) (includes supplements) or most recent versions as available except where otherwise directed by the Contract Administrator or designate.
- (b) The Contractor shall ensure that at least one (1) person for each work crew or work area has a valid Manitoba Arborist License and Utility Arborist Certificate issued by the Industrial Vegetation Management Association or equivalent and that is acceptable to Manitoba Hydro.
- (c) The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or designate.
- (d) The Contractor shall dispose, at the Contractor’s expense, all elm wood logs, all material suitable as firewood, and all non-chipable material daily to the City of Winnipeg Brady Road landfill site.
- (e) 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.
- (f) 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.
- (g) The Contractor shall sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- (h) 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 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.
- (i) 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.
- (j) The Contractor shall be aware that work locations may contain overhead utility lines that may be a factor in the required tree pruning work.
- (k) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning work.
  - (i) Manitoba Hydro shall be contacted to secure utility clearance for all tree removals where hydro lines are a concern. Contractor shall keep a paper copy of the utility clearance on Site for inspection by Contract Administrator or designate.
  - (ii) Paper copy of utility clearance for all trees where hydro lines are a concern shall be submitted with invoices for the removal of those trees.
- (l) 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.

- (m) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- (n) 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
- (o) The Contractor shall commence pruning operations within five (5) Working Days after receipt of work order(s) and shall continue pruning operations during working hours, until all requests are complete.

### **E3. ASSIGNMENT OF PROJECT**

- E3.1 The City shall, based on the evaluation of the Bid Opportunity, establish a list of primary, secondary, and if deemed necessary by the Contract Administrator, additional service providers for each of classes identified in E2.1(s).
- E3.2 When, during the term of the Contract, services are required, the User will issue a request for service using work orders.
- E3.3 Each request for Service will be forwarded first to the primary service provider and only to secondary service provider if the primary service provider is unable to do the Work within a predetermined time period in accordance with the procedure set forth below. Similarly, if the secondary service provider is unable to do the Work within a predetermined time period in accordance with the procedures set forth below or declines to submit a project proposal, the Request for Service will be submitted to additional service provider in the order in which they are listed on the call-out list with the same expectations of performance.
- E3.4 Upon receipt of the Request for Services, the service provider shall familiarize himself with the locations, extent and purpose of the work and shall determine the adequacy of the information contained in the Request for Services and the actual conditions and requirements of the work. The Contractor shall report any omissions or unusual conditions to the City Forester or their designate for authorization to proceed.
- E3.5 The Contractor shall not assign the Contract or any work or any portion of the Work without the prior written consent of the City Forester or their designate.
- E3.6 The Contractor shall, no later than the date shown on the Request for Services, submit a written notice declining the work and identifying the specific reason(s) therefore.
- E3.7 Notwithstanding E3.3, the City shall not be required to submit a Request for Services to a service provider and may submit it to another service provider lower on the call-out list if:
  - (a) The service provider has previously declined to submit a project proposal for Work of similar nature, scope and size and to be performed in substantially the same time frame; and
  - (b) The service provider requests, for reasons acceptable to the contract Administrator, to be excluded from the normal order of the call-out list for all or any types of Work