



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 678-2010

PROVISION OF TREE REMOVAL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TREE REMOVAL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 17, 2010.

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. BIDDERS' CONFERENCE

B3.1 Further to C3.1, the Contract Administrator will hold a Bidders' conference at Public Works Department – Forestry Branch, 2nd Floor, 1539 Waverley Street from 10:30 a.m. to 11:30 a.m. on September 8, 2010.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4.2 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Bid or the performance of the Work.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 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.

B5.3 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.

- B5.4 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.
- B5.5 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.
- B5.6 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.

- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.7.1 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.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

- B10.2 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.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

- B11.1 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.
- B11.2 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B11.3 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).
 - (d) ^
- B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor 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 administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that 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 website at <http://www.winnipeg.ca/matmgt>)
- B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their total 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.3 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

B14. WITHDRAWAL OF BIDS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

B15. EVALUATION OF BIDS

- B15.1 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.4 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7;
 - (e) costs to the City of administering multiple contracts.
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(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.
- B15.4 Further to B15.1(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.
- B15.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B15.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B15.5.2 Notwithstanding B16.3, 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.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 in accordance with B15.

- B16.3.1 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.
- B16.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), 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 Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of tree removal services for the period from Date of Award until December 31, 2010 as follows:

- (a) Contract period: from Date of Award to December 31, 2010;
- (b) Service period: from Date of Award to December 17, 2010;
- (c) Completion date: December 17, 2010;
- (d) City's Inspection period: from December 20, 2010 to December 31, 2010;
- (e) Warranty period: February 17, 2011.

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

- (a) Removal of marked park trees in St. Vital Park;
- (b) Chipping or hauling of material.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 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.

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.

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**Service Period**" means the period of time that the Contractor has to complete 100% of the Work of the Contract;
- (b) ">" the symbol means greater than.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Kuta
Forestry Technician
Public Works Department
Urban Forestry Branch
1539 Waverley Street
Winnipeg MB R3T 4V7

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.

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. SAFETY ORIENTATION FORM

D10.1 The Contractor shall complete Form M: Tree 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.

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.

- (a) A valid Manitoba Vehicle Inspection Certificate shall be required for all vehicles used in this Contract; a valid Dielectric Testing Certificate shall be required for any aerial device units that may be used in this Contract.
- (b) Any aerial device units that may be used in the contract must meet the requirements of the CSA standard entitled CAN/CSA C225-10 Vehicle-Mounted Aerial Devices

D12. DAMAGE TO EXISTING STRUCTURES OR PROPERTY

D12.1 Further to C9.4, 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 In the event that a removal 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 removal service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original removal requirements.

D13.2 All costs related to returning and removing trees in a location that was initially inaccessible shall be borne by the Contractor.

CONTROL OF WORK

D14. COMMENCEMENT

D14.1 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.

D14.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) evidence of the safe work plan specified in D9;
 - (v) the Safety Orientation form specified in D10;
 - (vi) evidence of equipment requirements specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2 and within the time specified in D2.1(c), the Contractor shall pay the City five dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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.

- D18.1.1 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) Re-inspect for final acceptance of services received by Contractor. If services are in a deficient state then a re-inspection fee of fifty (\$50.00) dollars will be charged for each re-inspection made until the Work is determined to be acceptable.
- 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.
- D18.3 The Contractor shall contact the Contract Administrator before 8:00 a.m. each Working Day detailing the locations of their removal crews that will be working on City sites. Failure to contact the contract Administrator before 8:00 a.m. will result in a phone call from the Contract Administrator and that incident will be recorded in the Contractor file. After three (3) instances, a stop work order will be issued and the Contractor will have to appear at a meeting with the Contract Administrator to review the incidents and Work Plan.

D19. ORDERS

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number, or facsimile or email address 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 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 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.

MEASUREMENT AND PAYMENT

D21. INVOICES

- D21.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number;
 - (g) Manitoba Hydro signed Work Clearance request sheets E6.7 for each location that involves Manitoba Hydro overhead lines to complete the invoice process.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D21.4 Bids Submissions must be submitted to the address in B8.7.

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, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- (a) The Contract Administrator or designate will inspect the Work indicated on a copy of the invoice as soon as possible following receipt of a legible invoice satisfactory to the Contract Administrator.
 - (i) If Work is deemed acceptable by the Contract Administrator, invoices will be approved for payment.
 - (ii) If Work is deemed not acceptable by the Contract Administrator, deficiencies shall be corrected by the Contractor for re-inspection by the Contract Administrator or designate, until such time the Work is accepted by the Contract Administrator, a fifty dollar (\$50.00) charge will apply for each re-inspection and will be deducted from the invoice.
 - (iii) In the event that the deficiencies are not corrected the City of Winnipeg then shall apply in accordance with D15 until such time as the Work is acceptable to the Contract Administrator.

WARRANTY

D23. WARRANTY

- D23.1 Notwithstanding C12, the warranty period for each item of Work supplied shall begin on the date of commencement of Work and expire as shown in D2.1(e).

FORM M: TREE REMOVAL SAFETY ORIENTATION FORM
 (See D10)

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

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

Urban Forestry Branch Representative _____

Phone: _____ Date: _____

Contractor's Representative _____

Phone: _____ Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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 B7.

E2. SITE LOCATIONS

- E2.1 The Contractor is advised that the Work Site location's, may not identify the exact area requiring Removal 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 will occur within in St. Vital Park and are 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 E8, 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.
- 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 C7.2, the Contractor shall obtain written permission from the Contract Administrator for any Work to be performed outside regular working hours including any Sunday or Statutory Holiday. Regardless of the Contract Administrator's approval, any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

E5. PUBLIC SAFETY / TRAFFIC CONTROL

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

Winnipeg in connection with the works undertaken by the Contractor. The requirements shall include the following:

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

E6. REMOVAL OF TREES

- E6.1 The Contractor shall remove designated trees in accordance with the requirements hereinafter specified.
- E6.2 The Contractor shall not complete an additional tree removal unless they receive written authorization from the Contract Administrator.
- E6.3 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.
- E6.4 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.
- E6.5 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.
- E6.6 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.
- E6.7 The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree removal Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the signed sheet, by a representative of Manitoba Hydro, with the invoice for that location.
- E6.8 The Contractor shall repair any damage resulting from the Work listed in E6.6, E6.6(a) and E6.6(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.
- E6.9 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.
- E6.10 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 70 cm

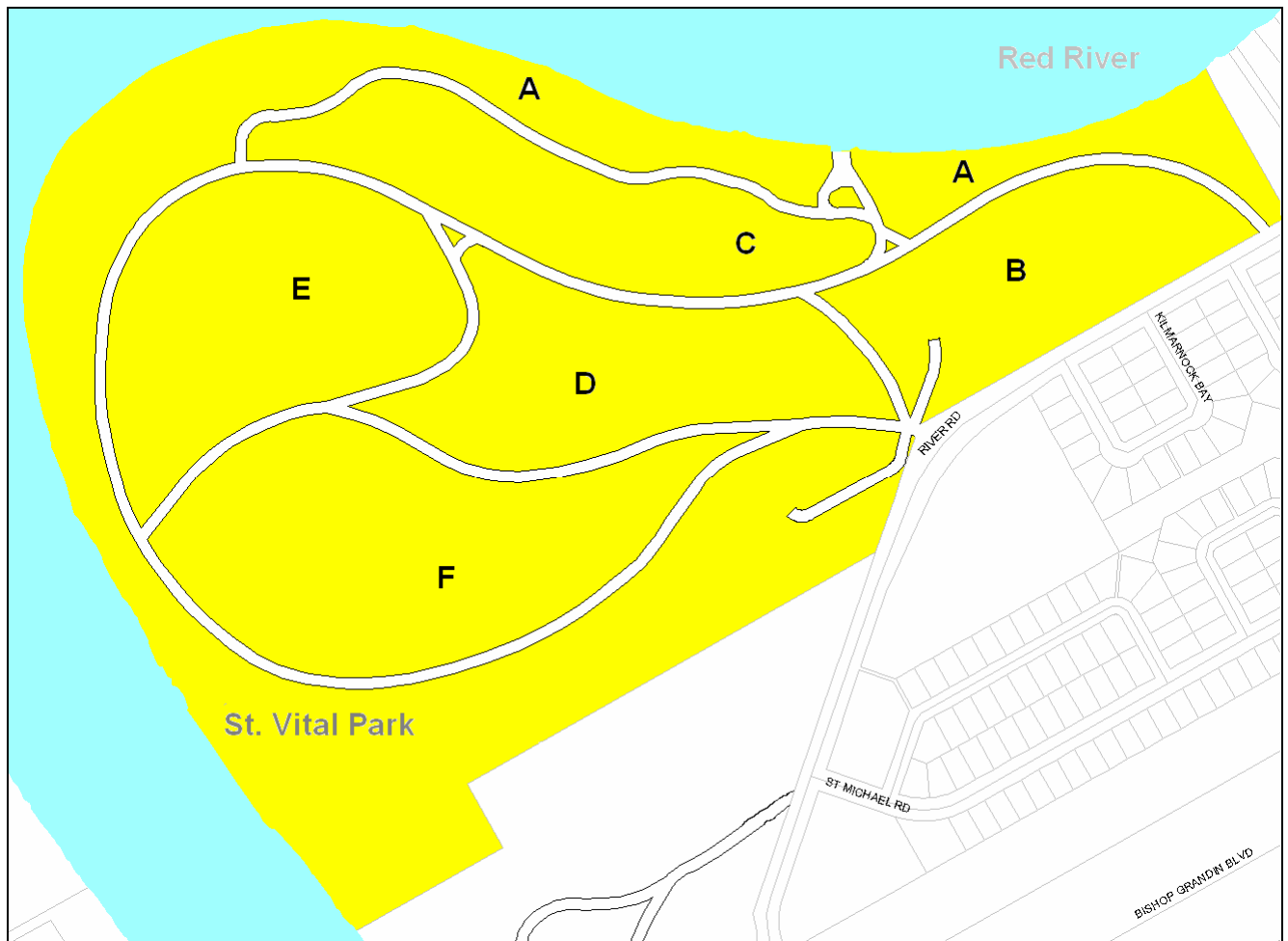
- E6.11 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) (measured at 135 cm above ground level) or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
- (a) where a single diameter measurement is possible above ground 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 $\frac{1}{2}$ 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.

E7. ASSESSMENT OF COMPLETED TREE STATUS

- E7.1 All Work shall be completed and original copies of invoices submitted on or before the dates shown in D2.1(c), and in accordance with D22.

NOTE: No extension shall be granted.

E8. DRAWING 1: REMOVAL LOCATION AREA AT ST. VITAL PARK, SECTIONS A TO F



E9. TREE REMOVAL DATA

678-2010 ST. VITAL PARK Removals			
Species	Trees	dbh / height	Description
Section A: 17			
Oak	1	41dbh/15m	Dead and overhanging home owners new roof
Ash	1	37dbh/12m	By roadway close to tagged elms, leaning and hollow at base
Ash, multi stem	1	46dbh/15m	Remove marked limb only, horizontal split at base
Ash	1	45dbh/13m	Hollow at base
Ash	1	53dbh/17m	Hollow at base, horizontal split and leaning
Ash, multi stem	2	44 & 43dbh/14m	Hollow and split at base remove both
Ash	1	41dbh/15m	Dead and hollow at base, hydro wires within 3 M
Ash, multi stem	2	50 & 51dbh/15m	Hollow at base and excessive lean, remove both
Ash	1	36dbh/15m	Hollow at base and leaning
Ash	1	41 dbh/15m	Horizontal split, hollow at base and leaning towards roadway
Ash, multi stem	2	52 & 55dbh/17m	Hollow at base, past boat launch parking lot, remove both
Ash	1	47dbh/13m	Hollow at base and lean towards roadway
Maple	1	43dbh/10m	Dead and hollow, along river by woodchip pathway
Ash	1	43dbh/13m	Hollow at base by roadway
Section B: 2			
Oak	1	26dbh/7m	Dead and rotting, by grass pathway
Oak, multi stem	1	39dbh/13m	Remove marked limb only, horizontal split at base and leaning
Section C: 18			
Ash, multi stem	2	36 & 31dbh/15m	Split at crotch remove both, by boat launch parking lot
Ash, multi stem	1	32dbh/12m	Remove marked limb only, split and leaning over pathway
Ash, multi stem	2	38 & 39dbh/15m	Hollow at base die back at top, remove both limbs
Ash	1	29dbh/14m	Hollow at base by fitness trail
Ash	1	35dbh/14m	Hollow at base by fitness trail
Ash, Three stem	3	39, 36, & 30dbh/16m	All three trunks extremely hollow and potential to split, by construction rd and pathway
Ash, multi stem	1	43dbh/16m	Hit by lightning, remove marked limb only, by construction rd and pathway
Ash	1	50dbh/15m	Top split and hanging down on ground, remove remaining trunk, by wide grass path
Basswood	1	58dbh/16m	Extremely hollow at base, leaning in elm tree, by wide grass path
Ash	1	43dbh/15m	Hollow at base
Ash	1	36dbh/13m	Hollow throughout trunk and top dead, by roadway
Ash	1	41dbh/14m	Hollow and leaning
Ash	1	49dbh/14m	Horizontal split, hollow and leaning towards road
Ash	1	44dbh/14m	Hollow and leaning towards roadway
Section D: 2		Duck pond area	
Ash	1	37dbh/10m	Hollow at base, by barbeque pit and parking lot
Ash	1	37dbh/12m	Leaning and unstable at base hung up in oak tree by
Section E: 54			
Ash, multi stem	2	37 & 28dbh/12m	Hollow at base
Elm	1	68dbh/13m	Rotting out at base
Ash	1	24dbh/10m	Hollow at base
Cottonwood	1	71dbh/18m	Decay throughout trunk, remove marked trunk only
Ash, multi stem	2	35 & 36dbh/11m	Split and hollow at base
Ash	1	56dbh/15m	Horizontal split and leaning
Ash	1	33dbh/11m	Broken at top and dead
Poplar	1	14dbh/10m	Broken and leaning
Poplar	1	13dbh/7m	Broken and leaning

Species	Trees	dbh / height	Description
Section E continued:			
Poplar	1	20dbh/8m	Broken and leaning
Elm	1	46dbh/12m	Rotting out at base and leaning
Maple	1	67dbh/16m	Extremely rotting, large cavity
Ash	1	42dbh/15m	Split at top crotch
Maple	1	48dbh/10m	Heavy lean and rotting at base
Basswood	1	55dbh/15m	Leaning on a 54 degree angle, remove marked limb only
Ash	1	37dbh/12m	Hollow at base
Ash	1	35dbh/17m	Hollow at base
Ash	1	20dbh/7m	Dead and hollow at base
Ash	1	41dbh/16m	Horizontal split, leaning and hollow at base
Ash	1	25dbh/12m	Hollow at base
Ash, multi stem	1	41dbh/15m	Hollow at base, remove marked limb only
Ash	1	27dbh/13m	Top dead and hollow at base
Ash	1	60dbh/16m	Horizontal split and decay throughout, right by duck pond
Ash	1	47dbh/13m	Completely hollow and horizontal split, by duck pond and bench
Ash	1	38dbh/14m	Hollow at base
Ash	1	32dbh/12m	Top dead and hollow at base
Ash, multi stem	2	32 & 28dbh/15m	One stem dead and hollow, remove both limbs
Ash	1	32dbh/12m	Hollow at base
Ash	1	34dbh/14m	Hollow at base
Ash	1	41dbh/13m	Hollow, no lean
Oak	1	41dbh/12m	Central leader dead
Ash	1	36dbh/12m	Dead
Amur maple	1	7dbh/2.5m	Dead
Oak	1	44dbh/16m	90% dead
Oak	1	38dbh/16m	Dead
Maple	1	24dbh/7m	Dying back and lean
Ash	1	55dbh/11m	Trunk hollow throughout
Ash	1	45dbh/11m	Central leader dead
Cottonwood	1	80dbh/18m	Rotting throughout trunk, by flower garden
Maple	1	29dbh/9m	Central leader dead and hollow at base
Birch	1	29dbh/10m	60% dead
Maple, multi stem	2	31 & 36dbh/10m	Hollow at base and dying back
Basswood	1	42dbh/16m	Horizontal split and hollow trunk
Ash, multi stem	1	22dbh/13m	Dead and rotten at base, remove marked limb only
Ash, multi stem	2	27 & 31dbh/13m	One limb dead, remove both limbs
Ash	1	39dbh/15m	80% dead
Ash	1	33dbh/13m	Central leader dying, by road
Ash	1	38dbh/16m	Dead
Ash	1	31dbh/13m	Top dead
Section F: 5		Playground Area	
Oak	1	25dbh/7m	Broken at top and dead, by wide grass pathway
Ash, multi stem	1	25dbh/11m	Dead and potential to split, remove marked limb only
Elm	1	31dbh/10m	Hollow at base and dying at top
Basswood	1	42dbh/9m	Dead and decay throughout trunk
Elm	1	46dbh/13m	Hollow at base, by picnic shelter