



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 901-2012**

**PROVISION OF TREE PRUNING AND REMOVAL SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TREE PRUNING AND REMOVAL SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 2012.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder 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/her Bid or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she 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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B10.4 Further to B10.3(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/>)

B10.5 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.

B10.6 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.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>



B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

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

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

- B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

## **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1 (n) (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](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 tree pruning and removal services for the period from date of award until December 31, 2015,

D2.1.1 2013

- (i) Contract Period: from Date of Award to December 31, 2013;
- (ii) Service Period: from Date of Award to December 13, 2013; and
- (iii) City's Final Inspection Period: from December 16, 2013 to December 31, 2013.
- (iv) Midpoint for fifty percent (50%) completion: June 28, 2013 (Critical Stage) or T.B.A.;
- (v) Total Performance: December 13, 2013;
- (vi) Warranty Period: February 14, 2014.

D2.1.2 2014

- (i) Contract Period: from January 1, 2014 to December 31, 2014;
- (ii) Service Period: from January 1, 2014 to December 12, 2014; and
- (iii) City's Final Inspection Period: from December 15, 2014 to December 31, 2014.
- (iv) Mid-point for fifty percent (50%) completion: June 27, 2014 (Critical Stage);
- (v) Total Performance: December 12, 2014;
- (vi) Warranty period: February 13, 2015.

D2.1.3 2015

- (i) Contract Period: from January 1, 2015 to December 31, 2015;
- (ii) Service Period: from January 1, 2015 to December 18, 2015; and
- (iii) City's Final Inspection Period: from December 21, 2015 to December 31, 2015.
- (iv) Mid-point for fifty percent (50%) completion: June 26, 2015 (Critical Stage)
- (v) Total Performance: December 18, 2015
- (vi) Warranty Period: February 19, 2016.

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

- (a) Pruning and Removal of boulevard street trees and trees within maintained City park areas.
- (b) Chipping of material; and
- (c) Proper removal and disposal of excess pruning/removal material.

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

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

D2.3.2 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.

D2.4 Notwithstanding D2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**ANSI**" means American National Standards Institute.

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Karen Asmundson  
Forestry Technician

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

D4.2 Bids Submissions must be submitted to the address in B7.7.

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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract. Notices.

## **D7. NOTICES**

D7.1 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**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

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 thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

### **D10. SAFE WORK PLAN**

D10.1 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.

D10.2 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>

#### **D11. SAFETY ORIENTATION FORM**

- D11.1 The Contractor shall be review and complete Form M: Tree Pruning and Removal Safety Orientation Form and provide it to the Contract Administrator at a contract pre-meeting, at least five (5) Business Days prior to the commencement of any Work on the Site.
- (a) Meeting date and time will be established by the Contract Administrator.
  - (b) Notwithstanding Form M:
    - (i) All Manitoba Provincial and Federal Regulations pertaining to construction worker safety must be adhered to;
    - (ii) Omissions from the list do not release the Contractor from abiding by all Regulations covered by Manitoba Provincial or Federal Acts.

#### **D12. SUBCONTRACTOR LIST**

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least five (5) Business Days prior to the commencement of any Work on the Site.

#### **D13. EQUIPMENT LIST**

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least ten (10) Business Days prior to the commencement of any Work on the Site.
- D13.2 A valid Manitoba Vehicle Inspection Certificate shall be required for all vehicles used in this contract.
- D13.3 A valid Dielectric Testing Certificate shall be required for any aerial device units used in this contract.

#### **COMMENCEMENT**

##### **D14. PERFORMANCE SECURITY**

- D14.1 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 Hs1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

#### **CONTROL OF WORK**

- D14.2 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.3 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D9;
  - (iv) Performance security as specified in D14;
  - (v) Safety Orientation Form (Form M) as specified in D11;
  - (vi) Subcontractor List (Form J) as specified in D12;
  - (vii) Equipment List (Form K) as specified in D13; and
  - (viii) Manitoba Arborist licences as specified in E2.4 and E3.3.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D15. WORKING DAYS**

- D15.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D15.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

#### **D16. AFTER HOURS WORK**

- D16.1 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.

#### **D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City five hundred dollars (\$ 500.00) per Working Day for each and every Working Day following the days fixed herein for Total Performance until the Work is complete.
- D17.2 The amount specified for liquidated damages in D17.1 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.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.



**D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D18.1 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).

**D19. EMPLOYEE BEHAVIOR AND SUPERVISION**

D19.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the course of work, in an “as found” condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on-site communication; and
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

D19.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his / her driver or helper shall be allowed on the City of Winnipeg owned property.

**D20. SAFETY**

D20.1 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.

D20.2 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.

D20.3 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.

**D21. PUBLIC SAFETY / TRAFFIC CONTROL**

D21.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site [www.winnipeg.ca/publicworks/Brochures/](http://www.winnipeg.ca/publicworks/Brochures/)

- D21.2 The Contractor 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:
- D21.3 The Contractor shall maintain traffic flow and ensure that protection is afforded to the road user and that the Contractor's operations shall in no way interfere with the safe operation of traffic.
- (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.

## **D22. SITE CLEANING**

- D22.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors not associated with the Work in this Contract.
- D22.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. The Contractor shall also remove waste and debris other than that caused by the City or other contractors not associated with the Work in this Contract, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D22.1.2 Work shall not be considered to have been completed until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors not associated with the Work in this Contract.

## **D23. DAMAGE TO EXISTING STRUCTURES OR PROPERTY**

- D23.1 Further to C16, special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.
- D23.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at his own expense, to the satisfaction of the Contract Administrator.

## **D24. ACCESS TO "CITY" PROPERTY**

- D24.1 Further to C16, in the event that a pruning location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him/her move the vehicle(s) or resume the pruning service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original pruning requirements.
- D24.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

## **D25. INSPECTION**

- D25.1 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.

- (a) Inspections may include the following:
  - (i) Inspect progress of Work to be completed;
  - (ii) Inspect for final acceptance of services received based on invoice;
  - (iii) 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.

D25.2 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.

D25.3 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. 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.

## **D26. ORDERS**

D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number or facsimile number, or email address at which orders for service may be placed.

## **D27. RECORDS**

D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D27.2 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.

## **MEASUREMENT AND PAYMENT**

### **D28. ASSESSMENT OF COMPLETED TREE STATUS**

D28.1 All work shall be completed and original copies of invoices submitted on or before the dates shown in D2 and in accordance with D29.

**NOTE: *No extension shall be granted.***

- (a) An assessment will be administered to all Contractors at approximately the mid-point of each year of the Contract.

D28.2 The amount of completed trees at this mid-point shall be minimum one half (1/2) of the awarded amount per each Section. Failure to meet this requirement may result in termination of the remainder of the Contract.

### **D29. INVOICES**

D29.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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](mailto:CityWpgAP@winnipeg.ca)

- D29.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of service;
  - (c) service location;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
  - (g) For each location that involves Manitoba Hydro overhead lines, a signed work clearance sheet in accordance with E2.9 and E3.5.
- D29.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D30. DEFICIENCIES**

- D30.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Work, to furnish additional or more suitable Tools and Equipment, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily;
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

### **D31. PAYMENT**

- D31.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D31.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **WARRANTY**

#### **D32. WARRANTY**

- D32.1 Notwithstanding C12, the warranty period of each item of Work supplied shall begin on the date of Total Performance for each respective year in accordance with D2 and shall expire in accordance with D2 thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

**FORM H1: PERFORMANCE BOND**  
(See D14)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 901-2012

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D14)

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 901-2012  
PROVISION OF TREE PRUNING AND REMOVAL SERVICES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

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

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)





**FORM K: EQUIPMENT**  
(See D13)

**PROVISION OF TREE PRUNING AND REMOVAL SERVICES**

<p><b>1. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>2. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>3. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**4. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**5. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**6. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**FORM M: TREE PRUNING AND REMOVAL SAFETY ORIENTATION FORM**

Representatives from The Urban Forestry Branch and the performing contractor for The City of Winnipeg's Pruning and Removal Contract # 901-2012 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 <u>MUST</u> be reported immediately
ANSI Z 133.1	X				

\_\_\_\_\_  
 Urban Forestry Branch Representative

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Contractor's Representative

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- 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 B6.

#### **E2. PRUNING OF TREES**

- E2.1 The Contractor shall prune elm and other tree species of trees in accordance with the requirements hereinafter specified.
- E2.2 Trees are to be pruned in accordance with the "ANSI A300 (Part 1)-2001 Pruning standards entitled, "Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)" (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available and in accordance with "Best Management Practices: Tree Pruning" (2002), which is a companion publication to the ANSI A300, or more recent version as available".
- E2.2.1 Whereas a street block shall contain elm trees and other tree species, and pruning on the block occurs during the period of elm pruning restrictions as stated in E2.2.2, pruning may be completed in two (2) stages but no more than one (1) invoice per completed pruning on the block will be accepted.
- E2.2.2 The Contractor must adhere to the elm tree pruning restrictions for elms from (April 1 to July 31) of each year.
- E2.2.3 Where the Work on a block is performed in two (2) stages, payment shall be made for the completed block after the Contract Administrator has inspected and granted approval.
- E2.3 In addition to the requirements noted in E2.2, the following specific pruning requirements shall be applicable to the Work.
- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance.
  - (b) Prune the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
  - (c) Cuts that would produce a wound greater than 30 cm (6 inches) in diameter shall be approved by the Contract Administrator or designate before Work is initiated.
  - (d) Remove suckers to 4.3 metres (14 ft.), but leave upper crown (above 4.3 metres (14 ft.)) suckers unless they are dead, broken or rubbing against other branches
  - (e) Remove all branches:
    - (i) overhanging onto buildings to minimum clearance standards determined by the Contract Administrator while still maintaining crown balance;
    - (ii) within 2 metres of all structures;
    - (iii) clear of traffic signs, traffic lights and street lights.
  - (f) Inform the Contract Administrator or designate, of any trees that are in poor, dead or hazardous condition prior to starting any pruning work on such trees.
- E2.4 The Contractor shall provide to the satisfaction of the Contract Administrator or designate valid Manitoba Arborist Licenses for all employees pruning trees during the course of the Contract.

- E2.5 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or his designate.
- E2.6 All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking of all grassed/snow covered areas and sweeping of all hard surfaced areas. Work shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily to a location to be determined by the Contract Administrator or his designate.
  - (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chip-able material daily to the City of Winnipeg Brady Road Landfill Site. Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and/or Province of Manitoba.
  - (c) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received.
- E2.7 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E2.8 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work.
- E2.9 The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
- E2.10 In the event that the Utility or a representative thereof must prune for utility clearance for the work to be completed, 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.
- E2.11 The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- E2.12 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.
- E2.13 The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E2.14 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree pruning Work.
- E2.15 The Contract Administrator shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.

### **E3. REMOVAL OF TREES**

- E3.1 The Contractor shall remove designated trees on an "as required" basis in accordance with the requirements hereinafter specified.

- E3.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator.
- E3.3 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.
- E3.4 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.
- E3.5 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. 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.
  - (d) The Contractor shall repair any damage resulting from the Work listed in E7.6, E7.6(a) and E7.6(b) inclusive, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.
  - (e) 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.
- E3.6 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form B: Prices:
- a) Class 1 0 to 9.9 cm;
  - b) Class 2 10 to 29.9 cm;
  - c) Class 3 30 to 59.9 cm;
  - d) Class 4 60 to 89.9 cm.
  - e) Class 5 90 cm and greater
- E3.7 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 135 cm above ground level) or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
- (a) where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
  - (b) where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 135 cm above ground level) of the largest trunk plus ½ the D.B.H. of each of subsequent trunks; 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.

#### **E4. LOCATION AND SCHEDULE OF WORK**

- E4.1 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.

- E4.2 Further to E4.1, this listing is of intended Work locations per section, per year. 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.
- E4.3 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on or over private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.
- E4.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.
- E4.5 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.

**E5. SITE LOCATIONS**

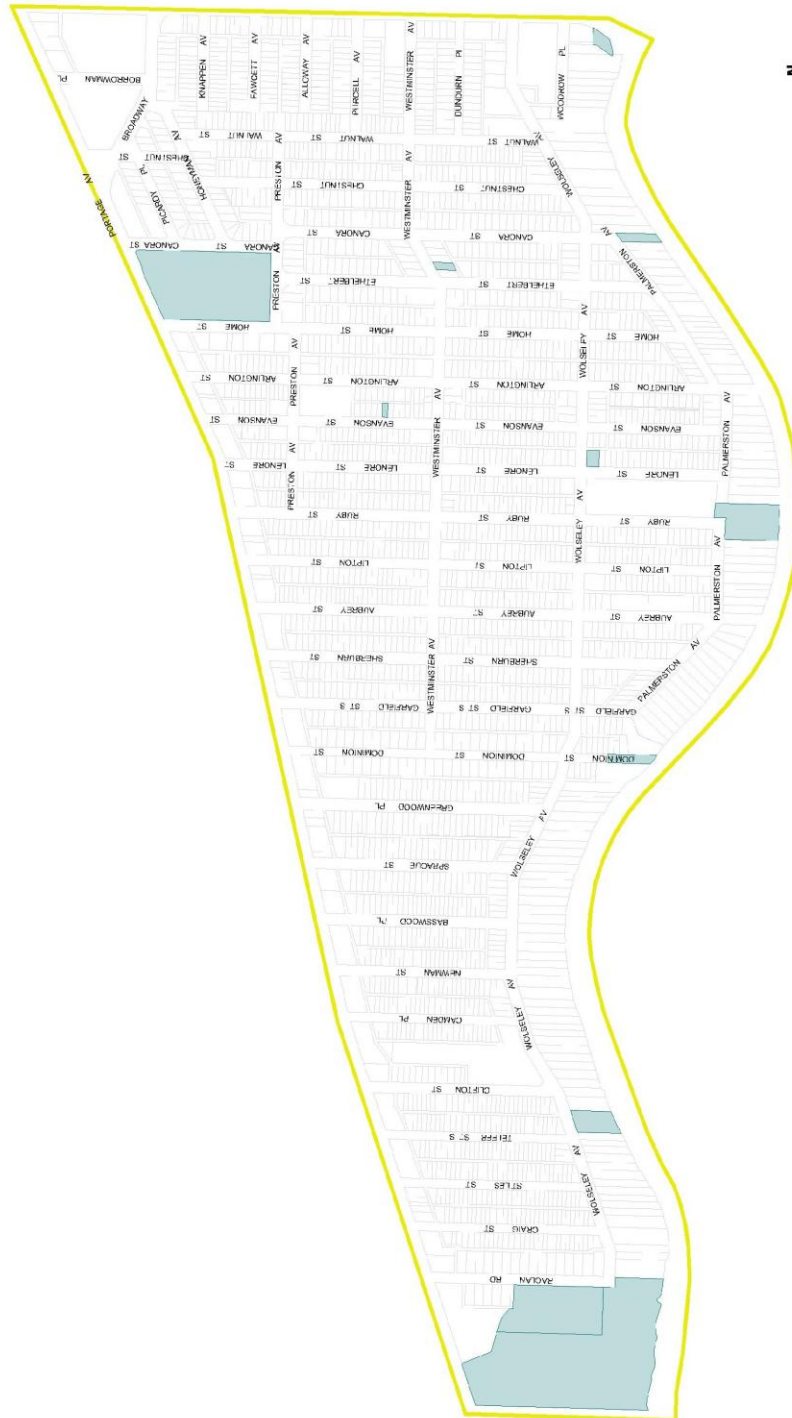
- E5.1 The Contractor is advised that the Work Site location's shown in E6, E7, E8, E9, E10 and E11, may not identify the exact area requiring Pruning Services. The Contractor shall be advised of the exact Work Site locations in the required sequence from the Contract Administrator. All Work on the Site shall be completed prior to the commencement of any further Work being given. Removal services, if required, will occur within the pruning areas as trees that are identified in poor, dead or dangerous condition as determined by the Contract Administrator or designate.



**E6. SECTION A**

**E6.1 2013 Work Area**

**WOLSELEY**

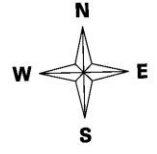
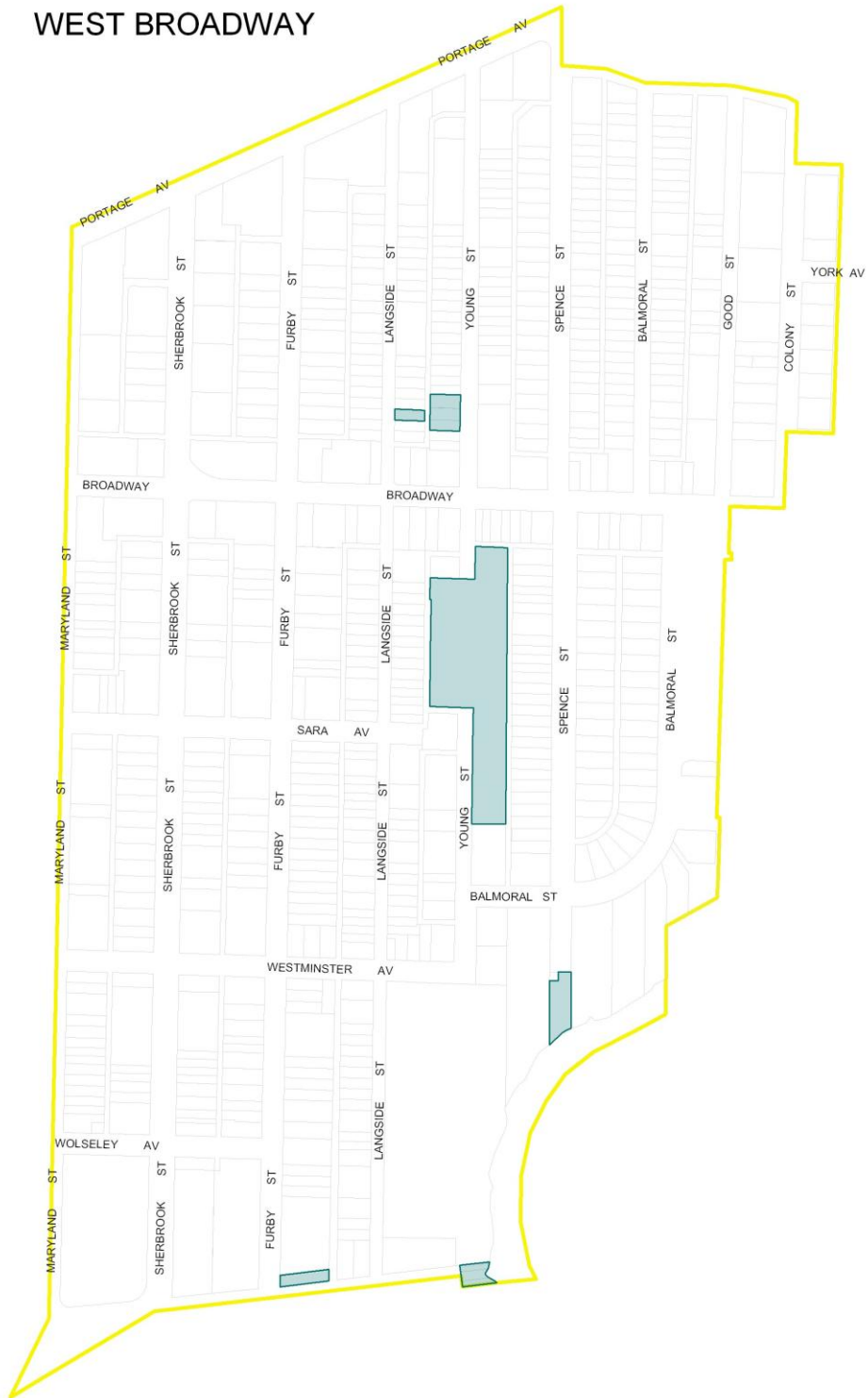


E6.2 2014 Work Areas

MINTO



# WEST BROADWAY



E6.3 2015 Work Areas





**BURROWS CENTRAL**



# SPENCE



**E7. SECTION B**

**E7.1 2013 Work Areas**

**ROSLYN**





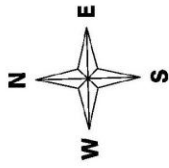




E7.3 2015 Work Areas

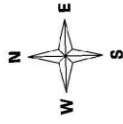


**McMILLAN**



RIVER-OSBORNE





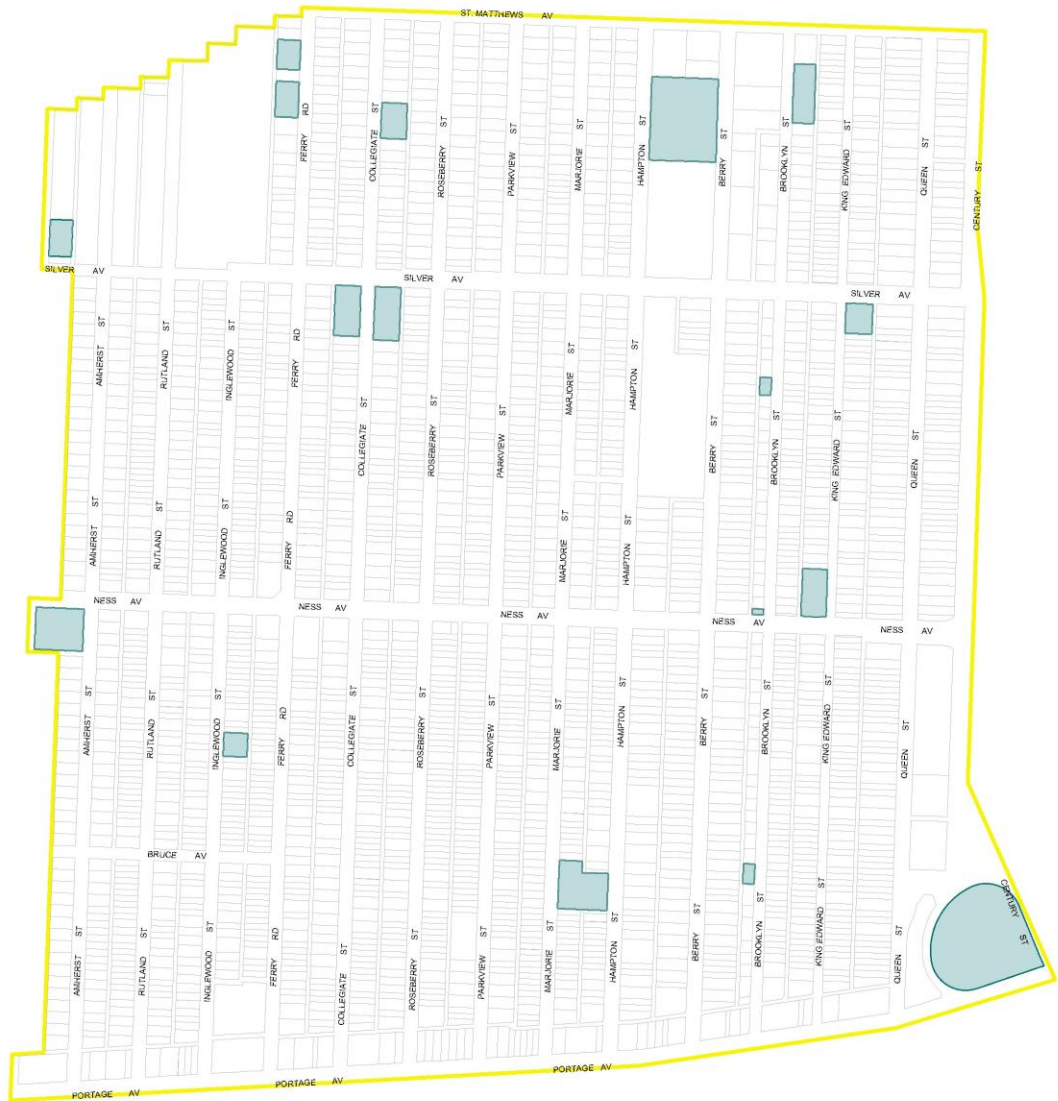
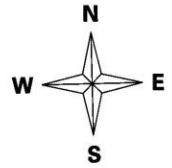
RICHMOND LAKES



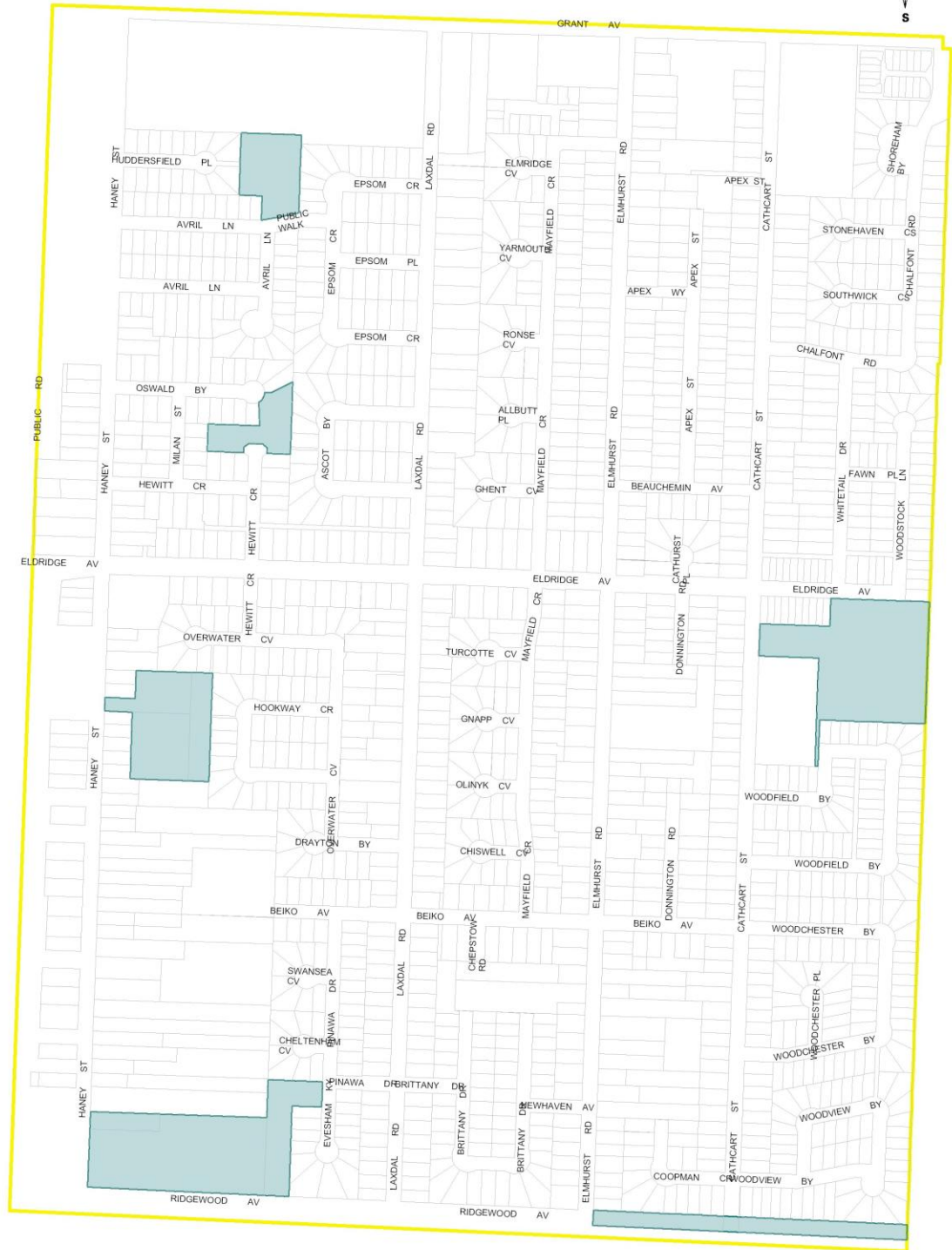


E8.2 2014 Work Areas

KING EDWARD

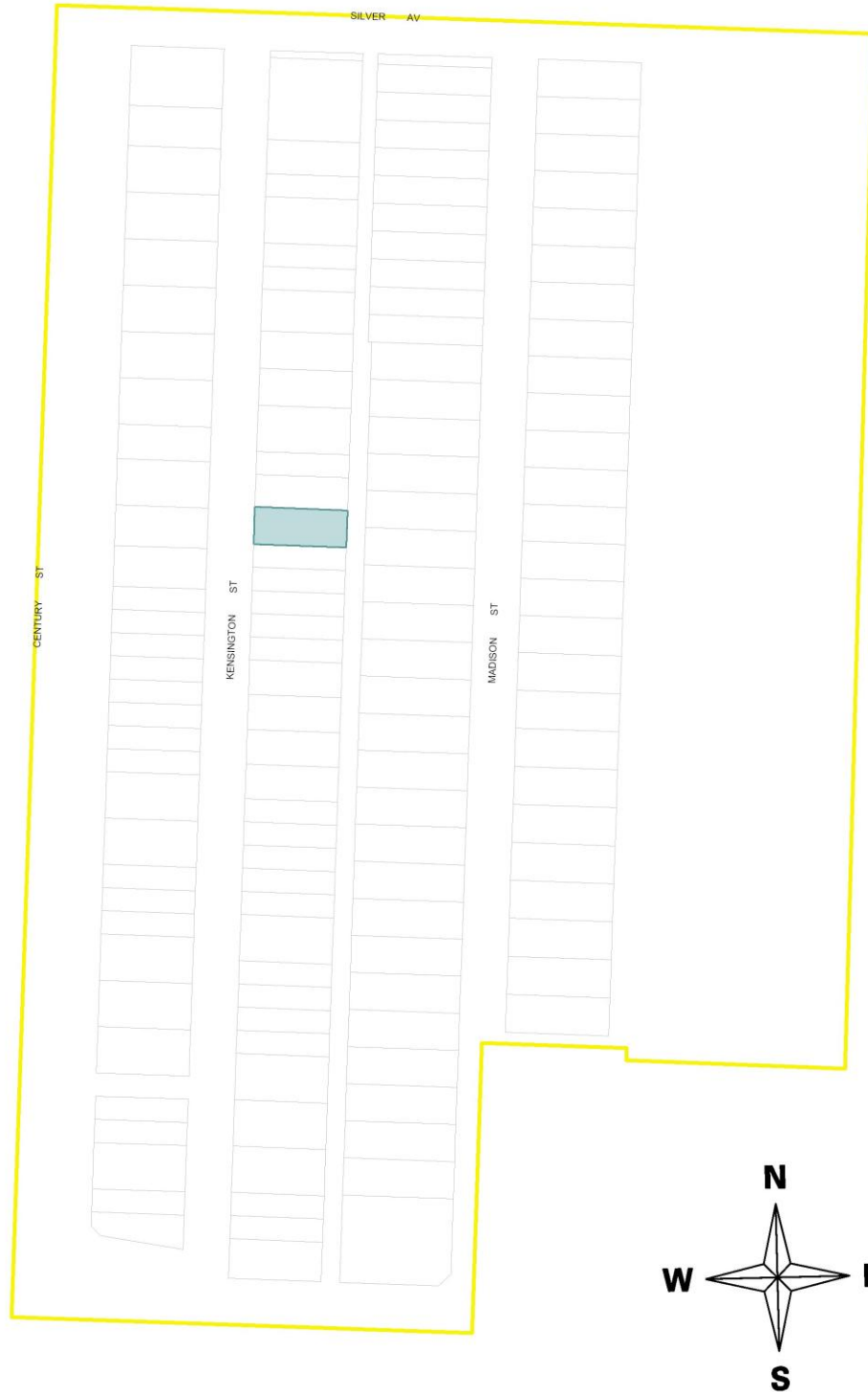


# ELMHURST



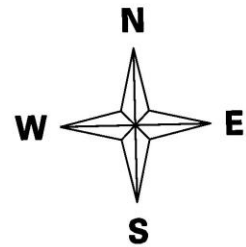


# KENSINGTON



E8.3 2015 Work Areas

### WOODHAVEN

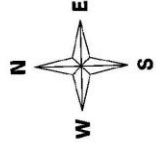


# BUCHANAN



**E9. SECTION D**

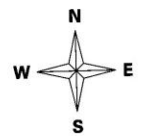
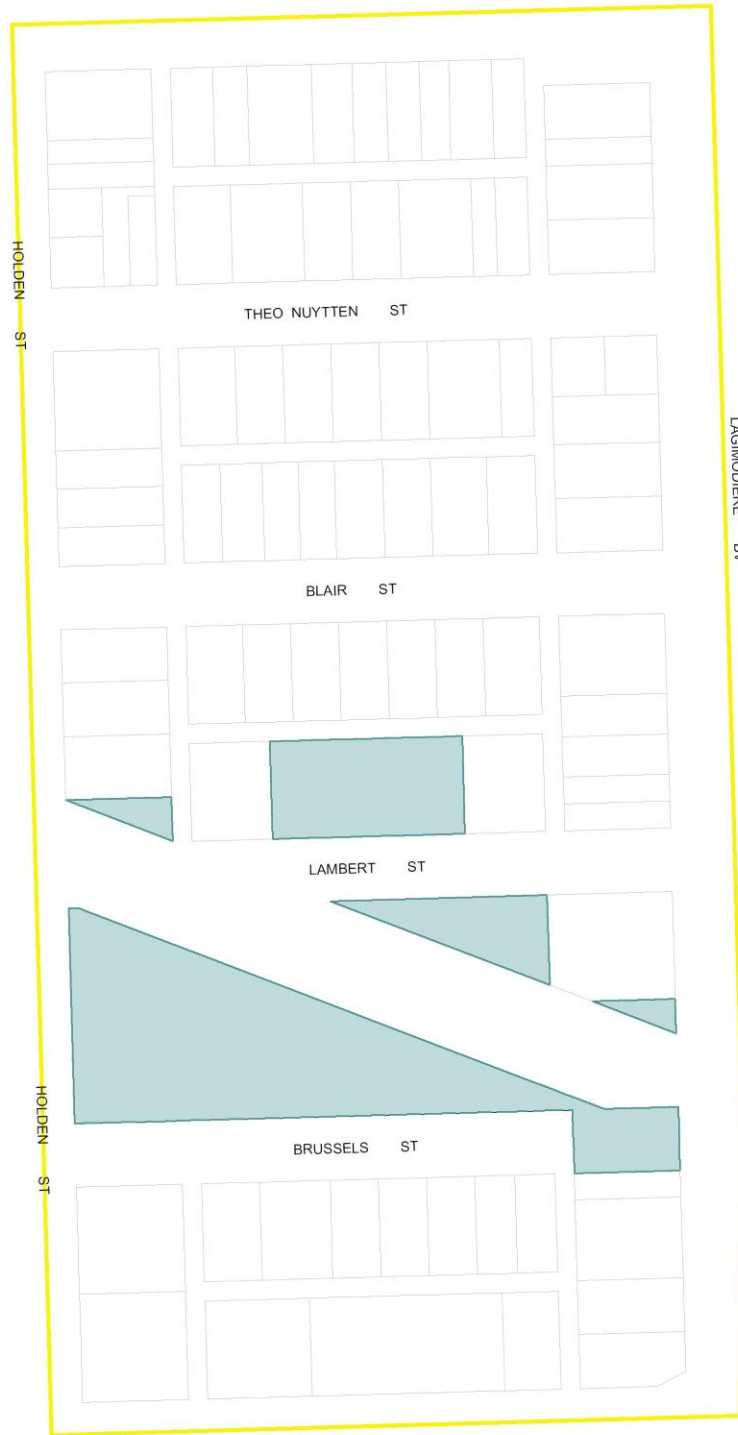
**E9.1 2013 Work Areas**



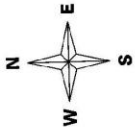
**PULBERRY**



# HOLDEN







MAGINOT



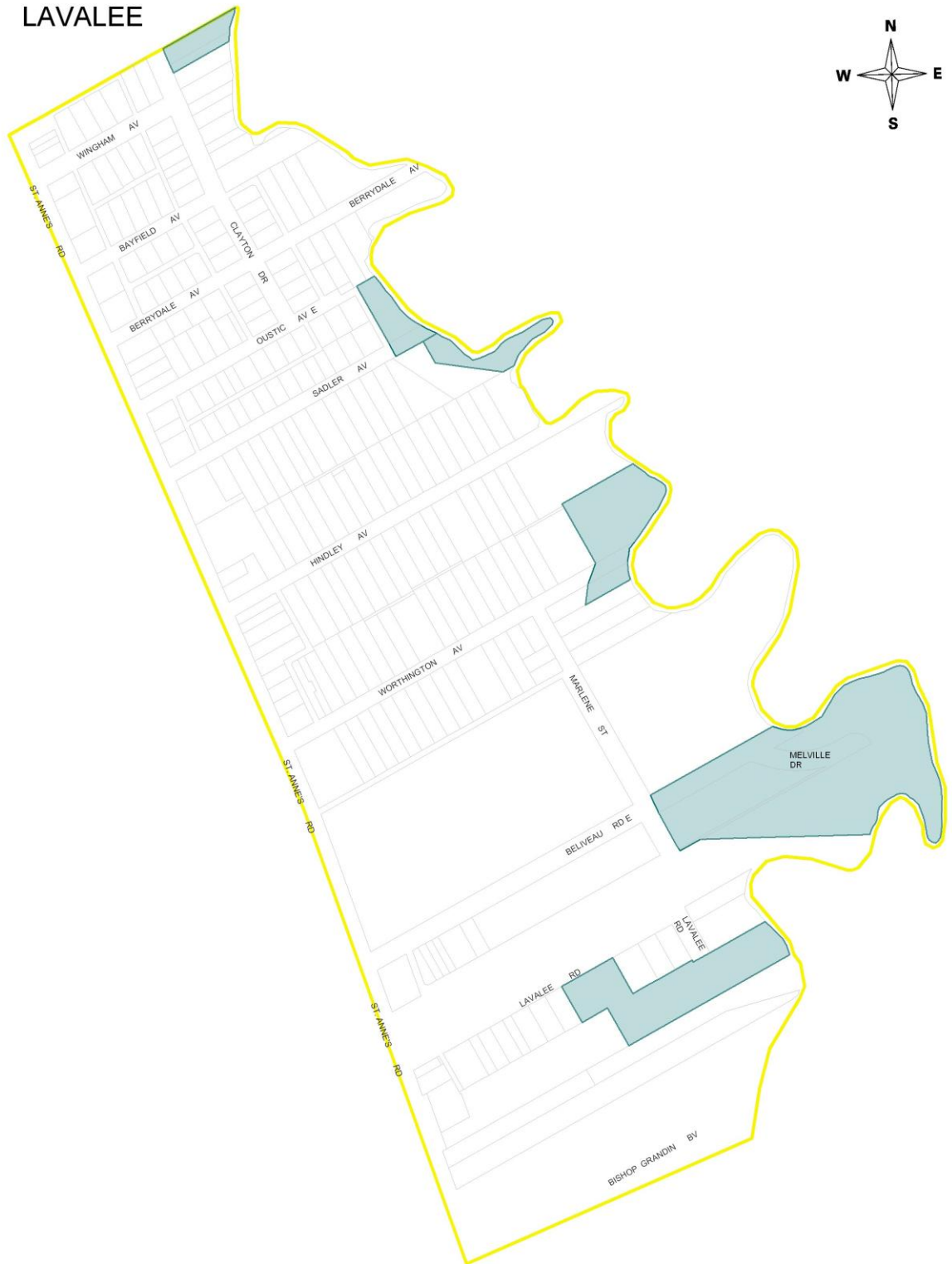


E9.2 2014 Work Areas

ST. GEORGE



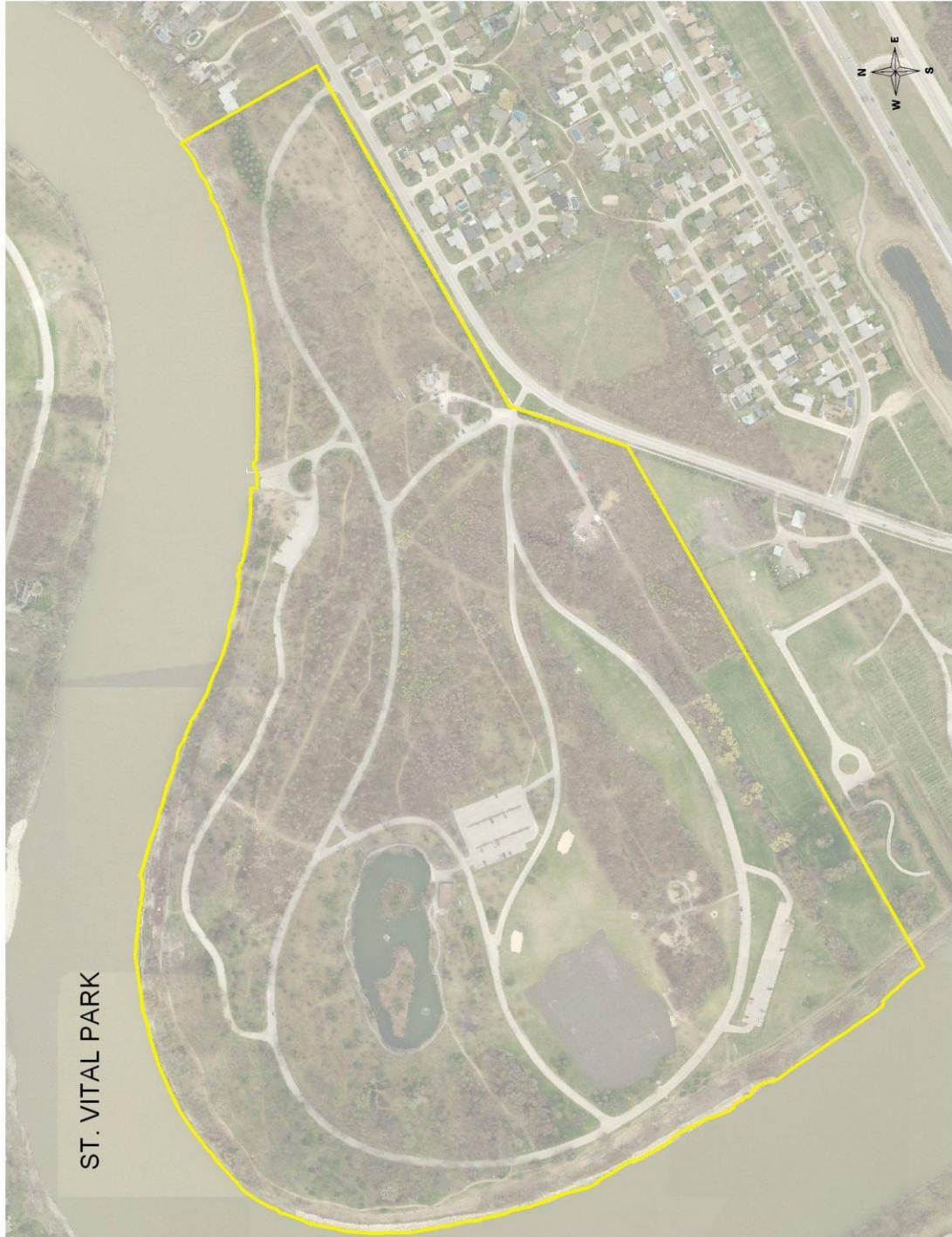
# LAVALEE







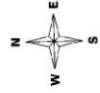
E9.3 2015 Work Area



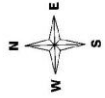
**E10. SECTION E**

**E10.1 2013 Work Areas**

**CENTRAL RIVER HEIGHTS**

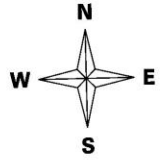


E10.2 2014 Work Areas



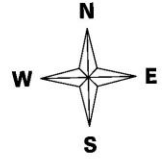
JB MITCHELL

# SIR JOHN FRANKLIN

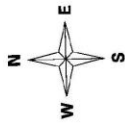


E10.3 2015 Work Areas

OLD TUXEDO





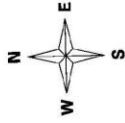


SOUTH RIVER HEIGHTS



**E11. SECTION F**

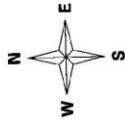
**E11.1 2013 Work Areas**



**MUNROE EAST**

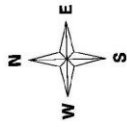


E11.3 2015 Work Areas



VICTORIA WEST





DUGALD

