



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 828-2018

CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

Note to Bidders: Please be aware of revisions to B14.4

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	8
B18. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3
D10. Equipment List	3

Schedule of Work

D11. Commencement	3
D12. Working Days	4
D13. Total Performance	4
D14. Liquidated Damages	4

Control of Work

D15. Job Meetings	5
D16. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D17. The Workplace Safety and Health Act (Manitoba) - Qualifications	5
D18. Safety	5
D19. Site Cleaning	6
D20. Inspection	6
D21. Deficiencies	6

Measurement and Payment

D22. Invoices	6
D23. Payment	7
D24. Payment Schedule	7

Warranty

D25. Warranty	7
Form K: Equipment	8

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Locations and Schedule of Work	1
E3. Services	1
E4. Festival Du Voyageur and The Forks River Trail	3
E5. Composition of Mulch	3
E6. Litter Control	4
E7. Annual clean-up of Depots	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 19, 2018.
- 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(s) 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 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. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

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.
- B6.3 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>
- B6.4 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.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- 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, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she 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 B17.
- 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.

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.
- B8.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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
- B8.5.1 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.
- B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 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 B17.1(a).
- 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 12 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 C11.1.3, 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. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Shurwood Forest – provided suggestions concerning clarification of timeframes for services required.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
 - (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 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.
- B13.2 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>
- B13.3 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);

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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/>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B15.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

B16.1 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.

B16.1.1 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.

B16.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 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 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B15.2 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.

B17. EVALUATION OF BIDS

B17.1 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 B13(pass/fail);
- (c) Total Bid Price ;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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/she is responsible and qualified.

B17.4 Further to B17.1(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.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

- B18.3 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 B17.
- B18.3.1 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.
- B18.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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 chipping of Christmas trees, other Trees and branches, and depot maintenance for the period from December 17, 2018 until December 16, 2019, with the option of three (3) mutually agreed upon one (1) year extensions.

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

- (a) The chipping of Christmas trees, Other Trees and branches deposited during the "Let's Chip-in" program at various program depots;
- (b) Supply, install and tear down temporary fencing at locations directed by the Contract Administrator;
- (c) The maintenance of the depots within Winnipeg within Chip-In Program dates for the period of December 17 to July 1;
- (d) Removal and disposal of Contaminated Material and refuse from stockpiles and Depot area;
- (e) Snow clearing in and around Depot areas;
- (f) Depot clean-up including the removal of Mulch, and the chipping of remnant Trees, branches and stumps;
- (g) Upon Program completion, provide the Annual Clean-up for each Depot area as directed by the Contract Administrator;
- (h) The chipping of Trees, on an as-required basis, deposited at various locations within the City of Winnipeg for the period of July 2 to December 16.

- D2.2.1 For historical information on the "Let's Chip-In" Program please follow the link:
<http://winnipeg.ca/waterandwaste/recycle/chip.stm>

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;
- (a) "**Mulch**" means any wood material free of Contaminated Material that has been chipped to ≤ 50 mm.;
- (b) "**Contaminated Material**" means program and non-program related material deposited at the Depot locations, including but not limited to tinsel, plastic bags, wire forms, nails, boxes, processed wood, wreaths and other material.;
- (c) "**Debris**" means any material (trees or refuse) regardless of size that is inside or outside of a Depot;
- (d) "**Depot**" means the Tree drop-off point including an area within a 50 metre diameter of the drop-off;
- (e) "**Trees**" means a Christmas tree and/or deciduous tree branches or stumps, inclusively or interchangeable.

- (f) **“Let’s Chip In Program”** means the official Christmas tree recycling program conducted by the City of Winnipeg between December 17 and February 1 of each calendar year.
- (g) **“Annual Clean-up”** means the period of time between February 2 and July 1 where a complete clean-up of the Depot occurs. All Debris and program remnants are removed and the site is returned to the state at which it was prior to the start of the program.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kyle Wingate, C.E.T.
Technologist III

Telephone No. 204 986-8636

Email Address. kwingate@winnipeg.ca

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/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.

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.

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;
 - (c) Property insurance for contractors equipment used in connection with the Work ^
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed 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 coverages as reasonably required from time to time during the continuance of this agreement.

D10. EQUIPMENT LIST

- D10.1 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 two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (b) evidence of authority to carry on business specified in D8;
 - (c) evidence of the workers compensation coverage specified in C6.14;

- (d) evidence of the insurance specified in D9;
- (e) Form K: Equipment List;
- (f) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall not commence the Work on the Site before December 17, 2018.

D12. WORKING DAYS

D12.1 Further to C1.1(jj), 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.

D12.2 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.

D12.3 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.

D12.4 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.

D13. TOTAL PERFORMANCE

D13.1 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D13.2 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved for each item listed on Form: B.

D14. LIQUIDATED DAMAGES

D14.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City eight hundred dollars (\$800) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D15. JOB MEETINGS

- D15.1 Regular weekly job meetings will be held at a predetermined Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D15.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D17.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D18. SAFETY

- D18.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) it is mandatory that all proper personal protective equipment is worn by all persons employed in the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection;
 - (iii) safety foot wear; and
 - (iv) safety reflective vest or equivalent article of upper body outer layer clothing

D19. SITE CLEANING

- D19.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris.
- D19.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris, and leave the Site clean and suitable for occupancy by the City unless otherwise specified.
- D19.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all surplus Material, waste and debris.

D20. INSPECTION

- D20.1 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.
- D20.2 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.

D21. DEFICIENCIES

- D21.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods or to employ additional or more qualified equipment or labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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
- D22.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery of each day that work was performed;
 - (c) delivery address;
 - (d) type and quantity of work performed at each depot. All the "Trees" material that is chipped shall be the equivalent of one (1) standard Christmas tree, eg. All chipped branches, regardless of species, shall be reasonably accumulated and charged in amounts equivalent to one (1) standard Christmas tree;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D23. PAYMENT

D23.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D24. PAYMENT SCHEDULE

D24.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D25. WARRANTY

D25.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM K: EQUIPMENT
(See D10)

CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

1. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

2. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

3. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

FORM K: EQUIPMENT
(See D10)

CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

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: _____	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
GRE0001R04	Christmas Tree Drop Off Depots

E1.3 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. LOCATIONS AND SCHEDULE OF WORK

E2.1 Chipping of all stockpiled trees between December 17 through July 1 each year at the following depots:

- (a) Kildonan Park – 2015 Main Street – Rainbow Stage Parking Lot (7:00am – 10:00pm)
- (b) Vimy Arena – 255 Hamilton Avenue at Vimy Road (24 Hour Access) - Fenced
- (c) St. James Civic Centre – 2055 Ness Avenue – Northwest Corner Parking Lot (24 Hour Access)
- (d) Kilcona Park – Lagimodiere Blvd and Mclvor Ave – In the Off Leash Dog Park Parking Lot (7:30am – 10:00pm)
- (e) Charleswood Center - 3900 Grant Ave - North West Corner of the West Safeway Parking Lot (along Haney St) Access off Haney Street (24 hour Access) – Fenced
- (f) Winnipeg Soccer Complex – 900 Waverley Street at Victor Lewis Drive, South East corner of parking lot (24 Hour Access) – Fenced
- (g) St. Vital Park – 190 River Road – South Parking Lot (8:00am – 10:00pm) – Fenced
- (h) King's Park – 198 King's Drive – South Parking Lot (8:00am – 10:00 pm) – Fenced

E2.2 The Depots are open to the public full-time for those depots on open parking lots, adjacent to public streets. Sites in Regional Parks are open from 8:00 am to 10:00 pm.

E2.3 The Depots listed in E2.1 are as of the date this Contract was posted. The City reserves the right to add or delete Depots, within the boundaries of the City, or alter the type or quantity of work to be performed at any time as required by changes in its operations during the term of the Contract.

E3. SERVICES

E3.1 Prior to December 24th of each Contract year the Contractor shall supply and install, at the price identified in Item No. 5 on Form B: Prices, temporary fencing creating a forty (40) foot by forty (40) foot compound at the locations directed by the Contract Administrator. In addition the City shall provide signage to be installed at each location by the Contractor at his/her expense prior to December 27th of each Contract year.

E3.2 During the "Let's Chip-In" Program dates the Contractor shall chip all Trees from all "Let's Chip-In" locations and deposit the finished Mulch in a stockpile at each Depot and Maintain each Depot in accordance with the requirements set out in E3.5.

- E3.3 All of the locations stated in E2.1 are multi-use facilities and are in use with various programs throughout the year. In most cases, the areas designated for the "Let's Chip-In" Program are small in size and located in the facility's parking lots. In all locations, the Contractor must ensure that all main right-of-ways and fire lanes are free of material (Trees, branches and Mulch) and Debris.
- E3.4 The Contractor is expected to chip Trees at each Depot, several times throughout the "Let's Chip-In" Program period, including daily, if required. The Contractor shall:
- (a) Provide at his/her expense, traffic control staff, informational signage, directional devices, barricades and fencing for notifying others that the Contractor is working in the area and for preventing unauthorized traffic flow within the specified Work area. The Contractor shall erect, move, place, relocate and maintain these devices as required;
 - (b) Provide at his/her own expense, any equipment required for completion of the Work. This equipment may include trucks, skid-steer loaders, front-end loaders etc;
 - (c) Provide a chipper or grinder that must:
 - (i) be able to process trees, brush, tree limbs and branches to a finished product size not greater than 50 mm;
 - (ii) have a discharge chute capable of discharging mulch into a stockpile or truck; and
 - (iii) be operated in a manner which is safe for the operator, other workers, City employees, and the general public.
 - (d) The City does not staff the Depots and because of this, the material may be in a tight stockpile or spread along the ground depending on how the public have placed the Trees;
 - (e) Contaminated Material must be removed immediately, as stated in E3.5(a)(ii) from the Tree stockpile;
 - (f) Once chipping at the Depot is completed, the Contractor shall leave a single stockpile of Trees (less than five (5) Trees) at the back of the Depot. Under no circumstances should there be numerous piles of trees, trees scattered individually or any large amount (greater than five (5)) of trees left after chipping;
 - (g) During the "Let's Chip-In" program dates, the Contractor shall leave Mulch at all the Depots so residents are able to take small quantities for their personal use. The amount of Mulch to remain at the Depots shall be directed by the Contract Administrator, in the past the amount has been approximately 2 cubic meters at each site;
 - (h) All excess Mulch from each site shall be transported to a location at Summit Road Landfill Site by the Contractor as directed by the Contract Administrator;
 - (i) Stockpiled Mulch shall not impede traffic or site activity and shall not hamper the movement or removal of the temporary fences;
 - (j) At the end of the Lets Chip In program, as directed by the Contract Administrator, all remaining Mulch shall be collected and remaining trees shall be mulched and transported by the Contractor to Summit Road Landfill or an alternate City of Winnipeg location approved by the Contract Administrator. All costs associated with the transport of material shall be included in Item 1 of Form 'B' Prices. Tipping fees will not be assessed for this material;
 - (k) The Contractor shall charge the unit price for all chipping of Trees between December 17 and July 1 as described in Item No.1 of Form B: Prices. All the "Trees" material that is chipped shall be the equivalent of one (1) standard Christmas tree, eg. All chipped branches, regardless of species, shall be reasonably accumulated and charged in amounts equivalent to one (1) standard Christmas tree;
 - (l) The Contractor should take all necessary precautions to minimize his exposure to acts of theft and vandalism to his/her equipment. The City accepts no responsibility for damage, vandalism or theft to any equipment stored at any Depot by the Contractor; and
 - (m) The Contractor shall provide and maintain a local Winnipeg telephone number, cell phone and email at all times during the dates and times for both components of the Contract and

a facsimile machine from 8:30 am to 6:00 pm, not including Saturdays and Sundays and statutory holidays at which orders and/or enquiries may be placed.

E3.5 Depot Maintenance

- (a) The Contractor is responsible for maintaining Depot cleanliness during the “Let’s Chip-in Program” dates:
 - (i) on an as-required basis, during the “Let’s Chip-In Program”, the Contractor shall clear snow away from the drop off area to a safe and suitable location on-site to maintain adequate access to and inside the depot, all the while not impeding other activity in the area as per the Contract Administrator; and
 - (ii) the Contractor is responsible for the removal and disposal of all Debris and Contaminated Material including but not limited to plastic bags, tinsel and tree stands. To minimize illegal dumping, this material shall be removed at the same time as chipping at each Depot.
- (b) The City will not be responsible for any damage to equipment or injury to workers as a result of contamination within the stockpile;
- (c) As-required chipping of all stockpiled Trees will take place Monday to Friday;
- (d) City staff and the Contractor will estimate the amount of stockpiled Trees in cubic metres to be chipped for invoicing purposes; and
- (e) For the first cubic metre of stockpiled trees to be mulched each day, the Contractor will charge the unit price in Item No.2 on Form B: Prices. This price includes costs associated with equipment mobilization and site preparation. For the remaining volume of trees/branches chipped that day, the Contractor shall charge the unit price for the additional cubic metres as described in Item No.3 of Form B: Prices.
- (f) Outside of program dates maintenance may be required. The Contractor will at the request of the Contract Administrator go back to depots to clean up trees, debris or refuse on an as required basis.

E4. FESTIVAL DU VOYAGEUR AND THE FORKS RIVER TRAIL

E4.1 From the commencement of the “Let’s Chip-In” Program until approximately February 15, the City will supply Christmas Trees to the Festival Du Voyageur and The Forks River Trail, programs. To coordinate the collection of the Christmas Trees with these organizations, the Contract Administrator will notify the Contractor when and from which Depots these organizations will collect the trees.

E4.2 Further to E4.1, at Depots designated by the Contract Administrator, Christmas trees that are robust and in good condition shall be left whole by the Contractor. These trees will be made available for use by the Festival Du Voyageur and The Forks River Trail representatives. All other trees shall be mulched as per Contract specifications.

E4.3 Further to E4.2, the Contractor shall mulch the Trees at the locations utilized by the above organizations between March 15 and July 1 as per the direction of the Contract Administrator. The Contractor will charge the unit price in Item No.1 on Form B: Prices.

E5. COMPOSITION OF MULCH

E5.1 The material to be chipped during the “Let’s Chip-In” Program is comprised primarily of coniferous (evergreen) trees. There may also be some portions from deciduous trees deposited in the same pile as the coniferous trees as well as wood tree stands.

E5.2 The Contractor is responsible for the removal of Contaminated Material from the Trees prior to chipping, including but not limited to plastic bags, tinsel, decorations, lights and tree stands which can contaminate the Mulch.

E6. LITTER CONTROL

- E6.1 The chipping process shall not produce litter that is allowed to blow away from the chipping areas. On those days, when in the opinion of the Contract Administrator, the wind will blow litter (e.g. plastic tree bags) outside the designated work area; the Contractor shall be required to alter his operation in order to prevent the litter from scattering. If this is not practical or effective, the Contract Administrator may order the chipping operation to be discontinued until conditions permit a litter free operation to resume.

E7. ANNUAL CLEAN-UP OF DEPOTS

- E7.1 At the end of the winter season, a complete Depot clean-up will be required. The Contract Administrator reserves the right to include or not include this portion of the Work in the Contract to be performed by the Contractor in any given year during the Contract. Upon award of this Work to the Contractor, they will have fourteen (14) calendar days upon notice from the Contract Administrator to perform the clean-up at all designated Chip-In Depot locations. The Contractor will charge the unit price for all Trees chipped as described in Item No.1 on Form B: Prices along with the rest of the Work at the unit price as quoted in Item No.4 on Form B: Prices.
- E7.2 This work at the Depots will include but is not limited to:
- (a) Chipping of any excess trees and/or branches and the removal and delivery of this material and any existing mulch to the compost area at Summit Road Landfill or other designated location within the City of Winnipeg.
 - (b) The manual and/or mechanical removal of program tailings, Trees, Debris and Mulch; and
 - (c) Returning the cleanliness of the Depot to a condition that is acceptable to the Contract Administrator;
 - (d) Removal of temporary fencing.