



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 835-2020**

**PROVISION OF TREE MAINTENANCE AND REMOVAL SERVICES – DOWNTOWN**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	4
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
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	3
D8. Safe Work Plan	3
D9. Safety Orientation Form	3
D10. Insurance	3
D11. Subcontractor List	4
D12. Equipment List	4

#### Schedule of Work

D13. Commencement	4
D14. Working Days	5
D15. After Hours Work	5
D16. Critical Stages	5
D17. Liquidated Damages	6
D18. COVID-19 Schedule Delays	6

#### Control of Work

D19. Job Meetings	6
D20. The Workplace Safety and Health Act (Manitoba) - Qualifications	7
D21. Employee Behaviour and Supervision	7
D22. Safety	7

D23. Public Safety / Traffic Control	8
D24. Manitoba Hydro Safety Requirements for Utility Arborists	9
D25. Manitoba Hydro Limits of Approach for Utility Arborists	10
D26. Manitoba Hydro Additional Precautions	10
D27. Site Cleaning	10
D28. Damage to Existing Structures of Property	11
D29. Access to City Property	11
D30. Inspection	11
D31. Deficiencies	12
D32. Orders	12
D33. Records	12
D34. Winnipeg Climate Action Plan and Annual Fuel Reporting	12
<b>Measurement and Payment</b>	
D35. Invoices	13
D36. Payment	13
D37. Payment Schedule	13
<b>Warranty</b>	
D38. Warranty	13
<b>Third Party Agreements</b>	14
D39. Funding and/or Contribution Agreement Obligations	14
Form J: Subcontractor List	16
Form K: Equipment	17
Form M: Tree Pruning and Removal Safety Orientation Form	19
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications and Drawings	1
E2. Washing, Watering, Fertizing, and Mulching Trees	1
E3. Pruning of Trees	2
E4. Removal of Trees	4
E5. Disposal of Waste Material	4
E6. Safety and By-Laws	5
E7. Damage to Property	6
E8. Location and Schedule of Work	6
E9. Completion of Work	7
E10. Area of Work	7
E11. Downtown Tree Maintenance and Removal Services Boundary Map	8

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TREE MAINTENANCE AND REMOVAL SERVICES - DOWNTOWN

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 29, 2021.

B2.2 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 advised that they shall make themselves aware of the sizes of trees to be watered as this may directly affect how much water will be required during maintenance, but in general the trunk diameters of the trees are between 5 and 10cm.

B3.3 The Contractor, prior to bid submission, should investigate the type and location of water supply available, as to be cognizant of the watering costs necessary to carry out the contract watering conditions.

B3.4 For the Bidder's convenience, a map displaying the boundaries of the area where trees are to be maintained is attached in E11.

### **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 Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 Tender 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 Tender, 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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 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 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/Proposal;
  - (b) Form B: Prices.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal 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;
  - (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/Proposal should be entered 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 C12.2.3, 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) Manitoba Hydro

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

- B12.1 Further to C3.2, Bidders, by responding to this Tender, 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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 Tender 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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);
- (d) provide, upon request of the Contract Administrator, proof of qualification to practice arboriculture in Manitoba in the form of one of the following for all employees pruning trees, removing trees or using chainsaws during the course of the contract:
  - (i) proof of International Society of Arboriculture (ISA) Certification that is current and in good standing; or
  - (ii) copies of previously issued Manitoba Arborist Licences valid after October 1, 2017; or
  - (iii) proof of successful completion of the University of Manitoba Arborist Training Course before July 1, 2019.
  - (iv) Ground personnel who are not performing tree pruning or tree removals and/or who are not using chainsaws do not require arborist licences or certification.
- (e) provide, upon request of the Contract Administrator, proof of valid UTT (Utility Tree Trimmer) certificate and / or CUA (Certified Utility Arborist) and / or UA (Utility Arborist) qualifications for at least one (1) individual performing work for this contract.
  - (i) Qualifications for electric utility work are subject to approval by Manitoba Hydro.

B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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/>.)
- B13.5 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.
- B13.6 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.
- 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 MERX website at [www.merx.com](http://www.merx.com).
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- 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 11 of Form A: Bid/Proposal.
- 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 formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16. WITHDRAWAL OF BIDS**
- B16.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

## **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 Tender, 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 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.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- 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 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 qualified Bidder submitting the lowest evaluated responsive Bid in accordance with.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), 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.

- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Bidder.
- B18.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.
- B18.5 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.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Tender 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 furnishing all labor, supervision, equipment, materials, and expertise necessary for tree maintenance and removal services in the City of Winnipeg Downtown area for the period from Date of Award until December 31, 2021, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Initial round of watering to flush the soil and spray down the crown of trees in spring before the plants bud out;
- (b) Watering the trees during extended periods of dry weather;
- (c) Fertilizing the trees in late fall;
- (d) Adding mulch to tree sites where directed;
- (e) Pruning of individually specified trees on boulevards and/or within maintained City park / greenspace areas;
- (f) Removal of individually specified trees on boulevards and/or within maintained City park / greenspace areas;
- (g) Chipping of wood material;
- (h) Proper removal, clean up and disposal of excess pruning / removal material including wood chips.

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 Subject to C7, 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 D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. DEFINITIONS**

D3.1 When used in this Tender:

- (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;
- (c) "Boulevard Tree" means a tree located on the public right-of-way within 5 m from the curb or edge of road shoulder, which can be reached from the street or road shoulder with an aerial device truck.
- (d) "Park / Greenspace Tree" means a tree located on any City owned land that is either officially designated as a park or located within a right-of-way, more than 5 meters from the edge of a roadway.
- (e) "DBH" means diameter at breast height.

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Christopher Lepa

Telephone No. 204-986-2006

Email Address: CLepa@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 C6.22, 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. NOTICES**

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1.

- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

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

### **D8. SAFE WORK PLAN**

- D8.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D8.2 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>
- D8.3 Notwithstanding B13.5 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D9. SAFETY ORIENTATION FORM**

- D9.1 The Contractor shall 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.
- D9.2 Meeting date and time will be established by the Contract Administrator.
- (a) 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.

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;



- (b) if 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;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D10.4 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.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **D11. SUBCONTRACTOR LIST**

D11.1 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 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 Documents, if applicable.

#### **D12. EQUIPMENT LIST**

D12.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.2 The Contractor shall have available in good working condition for the duration of the contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.

D12.3 A valid Manitoba Vehicle Inspection Certificate shall be required for all applicable vehicles used in the Contract with a valid Manitoba Government Inspection (MGI) sticker in clear display on the vehicle.

D12.4 A valid annual Aerial Inspection Certificate shall be required for all aerial devices to be used in the Contract.

D12.5 A valid annual Dielectric Testing Certificate shall be required for all aerial device units used in the contract.

D12.6 If, during the course of the Contract, the Contractor elects to employ equipment not previously listed at commencement, this equipment can be proposed to the Contract Administrator and is at the sole discretion of the Contract Administrator to approve or not.

D12.7 Should the Contract Administrator allow the additional equipment to be added post contract commencement, the Contractor shall submit all qualifying documents for the proposed equipment at least one (1) Business Day before the equipment can be used in the Contract.

### **SCHEDULE OF WORK**

#### **D13. COMMENCEMENT**

D13.1 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.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) the Safe Work Plan specified in D8;
  - (iii) the Safety Orientation Form (Form M) specified in D9;
  - (iv) evidence of the workers compensation coverage specified in C6.14;
  - (v) evidence of the insurance specified in D10;
  - (vi) the Subcontractor list, including documentation, specified in D11;
  - (vii) the Equipment list, including documentation, specified in D12;
  - (viii) evidence of qualification to practice arboriculture in Manitoba specified in B13.3(d);
  - (ix) evidence of Utility Work qualifications specified in B13.3(e).
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D14. WORKING DAYS**

D14.1 Further to C1.1(ss), 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.

D14.2 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.

D14.3 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. AFTER HOURS WORK**

D15.1 The Contractor shall obtain prior written permission from the Contract Administrator for any Work to be performed outside the City's regular working hours including any Saturday, Sunday, or Statutory Holiday. Any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

D15.2 Written permission must be obtained at least 2 business days prior to the weekend on which the Contractor is requesting permission to work.

D15.3 Permission to work on weekends or statutory holidays is dependent on availability of Contract Administrator or designate(s) to inspect the Contractor's work site(s).

#### **D16. CRITICAL STAGES**

D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Work on each Work Order shall commence within five (5) Calendar Days from the issue date of that Work Order unless other arrangements are approved by the Contract Administrator.
- (b) The date that the Contractor commences work on the Work Order is the Commencement Date for that Work Order.
- (c) The Contractor shall complete the Work on each Work Order by the end date indicated on the Work Order.

- (d) Work shall be completed in accordance with PART E – Specifications.

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

- D17.1 If the Contractor fails to achieve Critical Stages in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day past the Work Order completion date during which such failure continues.
- D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D18. COVID-19 SCHEDULE DELAYS**

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D18.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **CONTROL OF WORK**

##### **D19. JOB MEETINGS**

- D19.1 Regular monthly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

## **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

D20.1 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.

## **D21. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D21.1 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 the Public, City staff and other personnel;
- (b) do not smoke within a City facility or Work Site;
- (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.
- (g) follow a basic dress code to include, at a minimum, shirts with sleeves and ankle-length pants (e.g.: no sleeveless tops or shorts)
  - (i) Notwithstanding (g), all Contractor employees must wear Personal Protective Equipment as per Form M while working.

## **D22. SAFETY**

D22.1 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.

D22.2 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.

D22.3 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) All Personal Protective Equipment (PPE) and other requirements listed on Safety Form M are met at all times.

## D23. PUBLIC SAFETY / TRAFFIC CONTROL

D23.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site <https://winnipeg.ca/publicworks/trafficcontrol/manualtemptrafficcontrol.stm> the Contractor shall:

- (a) Arrange 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.
- (b) Adhere to the requirements specified in the most current version available of the Public Works Manual of Temporary Traffic Control to maintain safe conditions for motorists, cyclists, pedestrians and workers while maintaining traffic flow and ensuring that protection is afforded to the road user. The Contractor's operations shall in no way interfere with the safe operation of traffic.
  - (i) The Contractor shall only use signs and other traffic control devices that are legal for use on streets in The City of Winnipeg for temporary traffic control and authorized for use by the Public Works Manual of Temporary Traffic Control.
  - (ii) The Contractor shall barricade the sidewalk surrounding the Work;
  - (iii) 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.
  - (iv) Notwithstanding the Public Works Manual of Temporary Traffic Control on City Streets, the Contractor shall maintain the worksite setup and safety protocols in a manner that is satisfactory to the Contract Administrator or designate.

D23.2 The Contractor shall be responsible for contacting and coordinating with the Traffic Services Branch, the Winnipeg Parking Authority, Winnipeg Transit and the Traffic Signals Branch as required and specified by The Manual of Temporary Traffic Control.

- (a) Contact the Traffic Management Branch for long term lane or sidewalk closure requests on Regional Streets, short term lane closure requests during peak periods (7:00-9:00) and/or (15:00-18:00, Monday to Friday) on Regional Streets and/or for short term lane closure requests outside of weekday peak periods on Regional Streets. Notice for these short term non-peak period closures must be given before the start of the closure.
  - (i) The Traffic Management Branch can be contacted online through the Regional Street Lane Closure Request Form at (<https://winnipeg.ca/publicworks/trafficcontrol/laneclosures> ), or via email at [PWDLaneClosures@winnipeg.ca](mailto:PWDLaneClosures@winnipeg.ca)
  - (ii) The Traffic Services Branch can also be contacted at (204) 986-5178 to provide guidance in selection the appropriate temporary traffic control and work zone schemes.
- (b) When the Work Site affects a transit stop or transit route, Winnipeg Transit must be notified at (204) 986-6935 or (204) 986-5745
- (c) Apply online by completing and submitting the City of Winnipeg Street / Sidewalk Closure Request Form at <https://winnipeg.ca/publicworks/trafficcontrol/laneclosures/LaneClosuresMap.asp>
  - (i) It is possible that the Permits Staff will decide that a Use of Street will not be necessary. If they decide that the permit is not required, the Contractor can accept that as permission to close the street using control measures described in the current Public Works Manual of Temporary Traffic Control. If no permit is issued, the Contractor takes responsibility for installing No Parking Signs, and Emergency Services doesn't need to be notified as long as there is room for emergency vehicles to get past the worksite should they need to.

- ◆ Any No Parking Signs placed by the Contractor must be in accordance with the Manual of Temporary Traffic Control, manufactured and purchased by a company authorized by Traffic Services.
  - ◆ No Parking Signs must be labeled on the reverse side with the Contractor's company name and contact information.
  - ◆ Other No Parking signs, such as homemade signs or signs taken from other Contractors or City worksites, may not be used at any time.
- (ii) If a Use of Street Permit is issued, Traffic Services will install the No Parking Signs 24 (twenty-four) hours before the road closure, as well as contact Emergency Services and Transit as necessary.
- (d) It is acceptable to prune or remove trees on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles to access.

## **D24. MANITOBA HYDRO SAFETY REQUIREMENTS FOR UTILITY ARBORISTS**

### **D24.1 Aerial Rescue**

- (a) Each aerial lift worksite must have at least two (2) Certified Utility Tree Trimmers/Utility Arborists or Utility Arborist and Utility Arborist trainee or a Utility Arborist and ground support that has been qualified through a documented training program and capable of operating aerial lift devices via the override control and lower controls.
- (b) Each climbing worksite must have at least two (2) Certified Utility Tree Trimmers/Utility Arborists or Utility Arborist and Utility Arborist trainee on site that is trained and capable of tree climbing and executing an aerial rescue.

### **D24.2 Rated Insulated Aerial Lift Devices**

- (a) All rated insulated aerial lift devices to be used in the Work shall have a minimum of a fifty (50) foot boom with "over centre" capability and shall be approved for live line work on 25 kV lines. All rated insulated aerial lift devices must have been dielectrically and structurally certified annually according to CSA Standard CAN/CSA-C225-00 or greater.

### **D24.3 Insulated Rubber Gloves**

- (a) The appropriate class of electrical insulating rubber gloves for the line voltages, that have been tested and approved in the past six (6) months, must be worn when there is a potential for electrical contact, or when the trees are within 600 mm (2 feet) of an energized conductor.

### **D24.4 Arc Rated and Flame-Resistant Clothing**

- (a) All individuals entering or working in an area that poses a danger of, or has been identified as, having a potential electric arc, clothing ignition or flash fire hazard shall wear flame resistant clothing that meets or exceeds the Manitoba Hydro flame-resistant clothing standards as described in the most current Manitoba Hydro's Arc Rated and Flame-Resistant Clothing Program Guidelines 0015/05, accompanying Request for Quotation 040470 at the time of issuance.
- (b) All flame-resistant coveralls and overalls must have bright orange-red background material (CSA Z96-09 table 2b) with a minimum of 0.20 m<sup>2</sup> (310 sq. in.) CSA Z96-09 (High Visibility Safety Apparel) Class 3 compliant retro-reflective trim (arm, leg, front and back, as per CSA-Z96-09 figure B.8) visible from a 360-degree radius. Reflective trim must be flame resistant.
- (c) Alternatively, a CSA Z96-09 Class 2 compliant flame-resistant vest meeting Manitoba Hydro's standards may be worn as the outer layer over non-CSA Z96-09 Class 2 flame resistant clothing (example: shirts and pants).

### **D24.5 Hot Tree Requests**

- (a) Hot Tree Requests must be completed as required.

- (b) The completed Hot Tree Request must be on site as per requirements from the Province of Manitoba.
- (c) Only the UTT that submitted the Hot Tree Request shall perform the work requiring a UTT in accordance with the Hot Tree Request.
- (d) The UTT's identification is required to be on site during the course of the work.

## **D25. MANITOBA HYDRO LIMITS OF APPROACH FOR UTILITY ARBORISTS**

D25.1 Absolute limits of approach shall be adhered to as outlined in Limits of Approach to Live Conductors and Apparatus. No tree pruning Contractor shall prune trees in or around primary distribution circuits when the tree branches are within the Limits of Approach as outlined in this Contract. Pruning will be permitted only after safety precautions of either the following Option 1 or Option 2 have been taken:

- (a) Option 1: The primary circuit has been de-energized and grounded until such time as the tree branches have been cleared to a point outside the designated Limits of Approach (approximately 356 mm [14 inches] for 4 kV, 406.4 mm [16 inches] for 12 kV, and 508 mm [20 inches] for 25 kV).
- (b) Option 2: The primary circuits have been covered with approved 25 kV "rubber cover-up" at the locations where the tree branches encroach on the Limits of Approach.
  - (i) The cover-up shall be installed by qualified Manitoba Hydro's personnel. The cover-up may be moved to various locations within the span by means of an insulated stick or a "tag line". All tag lines shall be equipped with an "insulated link stick".

D25.2 The tree pruner shall use insulated tools and be wearing rated rubber gloves when pruning at these locations or when there is a potential for electrical contact.

## **D26. MANITOBA HYDRO ADDITIONAL PRECAUTIONS**

- D26.1 A qualified Manitoba Hydro journeyman lineman is responsible for evaluating whether the conductor is in suitable condition for the application of the cover-up.
- D26.2 If the Contractor's personnel are to be involved in the moving of the cover-up within the span by means of the tag line, instruction(s) must be given to them on the precautions to be taken regarding excessive force being employed in pulling the conductors down or in a sideways motion.
- D26.3 Manitoba Hydro and the City reserve the right to impose additional restrictions on the Limits of Approach requirements which may include, but are not restricted to worker qualifications, experience, qualified Manitoba Hydro Safety Watcher and any other requirements deemed necessary to ensure worker and system safety.

## **D27. SITE CLEANING**

- D27.1 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 Work not associated with this contract.
- D27.1.1 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 other than that caused by the City or other contractors Work not associated with this contract, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D27.1.2 Total Performance shall not be considered to have been achieved 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 Work not associated with this Contract.

D27.1.3 If melting snow reveals tree pruning or removal debris that was left behind after a work site has been approved for payment and payment has been received, the Contract Administrator or designate may require the Contractor to return and clean the site as described in D27.

(a) Any costs associated with this clean up shall be borne by the Contractor.

## **D28. DAMAGE TO EXISTING STRUCTURES OF PROPERTY**

D28.1 Special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.

D28.2 Any damage caused by the negligence of the Contractor or his / her Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at his /her own expense, to the satisfaction of the Contract Administrator.

D28.3 The Contractor shall exercise caution when working in green spaces and parks so as not to damage the turf, especially during spring melt, after rain, or at any other time when the ground is wet or soft.

(a) Contractor will be responsible for repairing any turf damage caused by their operations at their own expense.

(b) To avoid damage to turf, tree climbing may be the required method to complete operations at some sites.

## **D29. ACCESS TO CITY PROPERTY**

D29.1 Further to C16, in the event that a tree removal location is inaccessible due to parked vehicles, the Contractor shall first attempt to locate the owners and have him/her move the vehicle(s) or resume the removal service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original removal requirements.

D29.2 All costs related to returning and removing trees in a location that was initially inaccessible shall be borne by the Contractor.

## **D30. INSPECTION**

D30.1 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 completed;
- (ii) Inspect for final acceptance of services received based on invoice;
- (iii) Re-inspect for final acceptance of services invoiced by Contractor. If services are in a deficient state then a re-inspection fee of fifty dollars (\$50.00) will be charged for each re-inspection made until the Work is determined to be acceptable.

D30.2 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.



### **D31. DEFICIENCIES**

- D31.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, 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; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D31.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D31.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D31.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D31.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

### **D32. ORDERS**

- D32.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D33. RECORDS**

- D33.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D33.2 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.
- D33.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

### **D34. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

- D34.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D34.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D34.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

- D34.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D34.5 Any other information requested by the Contract Administrator.
- D34.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

## **MEASUREMENT AND PAYMENT**

### **D35. INVOICES**

- D35.1 Further to C12, 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  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D35.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D35.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D36. PAYMENT**

- D36.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D37. PAYMENT SCHEDULE**

- D37.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D38. WARRANTY**

- D38.1 Notwithstanding C13, Warranty does not apply to this Contract.

### THIRD PARTY AGREEMENTS

#### D39. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D39.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D39.2 Further to D39.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D39.3 For the purposes of D39:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D39.4 Modified Insurance Requirements
- D39.4.1 Where applicable, if not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D39.4.2 If not already required under the insurance requirements identified in D10, if applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D39.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D39.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D39.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D39.5 Indemnification By Contractor
- D39.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those

resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D39.6 Records Retention and Audits

D39.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D39.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D39.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D39.7 Other Obligations

D39.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D39.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D39.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D39.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D39.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits are in compliance with such codes and the legislation.

D39.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.



**FORM K: EQUIPMENT**  
(See D12)

**PROVISION OF TREE MAINTENANCE AND REMOVAL SERVICES - DOWNTOWN**

<p>1. Category/type:</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>2. Category/type:</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>3. Category/type:</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>

**FORM K: EQUIPMENT**  
(See D12)

**PROVISION OF TREE MAINTENANCE AND REMOVAL SERVICES - DOWNTOWN**

<p><b>4. 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>5. 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>6. 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>

**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 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	Grade 2, steel toe or Forestry rated
Eye Protection	X		Safety glasses and face shield required for chipper operation. Staff who wear prescription glasses must be provided with eye protection that fits over the glasses or with prescription safety glasses.
Hearing Protection	X	X	
Chainsaw Pants	X	X	
Work Clothing	X		As outlined in D.21
Traffic Control	X		
First Aid	X		
Fall Arrest	X		
Work Clearance Request MH-X1371	X		Application to operate adjacent to overhead power lines
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
W210 Regulations	X		Responsibilities of Prime Contractor
Personal Injuries	X	X	All injuries <b>MUST</b> be reported immediately to the Contract Administrator
ANSI Z 133.1	X	X	

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

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

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

\_\_\_\_\_  
Contractor’s Representative

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

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



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

#### **E2. WASHING, WATERING, FERTIZING, AND MULCHING TREES**

- E2.1 The Contractor shall provide tree washing, watering, mulching, and fertilizing services in accordance with the requirements hereinafter specified. As part of planning to execute the Work the Contractor:
- (a) Shall program the timing of operations to plant growth, weather conditions and use of the site;
  - (b) Shall conduct each operation continuously and complete within a reasonable time period;
  - (c) Shall store equipment and materials off-site;
  - (d) Shall dispose of debris or excess material on a daily basis.
- E2.2 Watering cycles shall be done as directed by the Contract Administrator on an 'as required' basis between May and October.
- (a) A watering cycle shall be based on providing services for all of the approximate five hundred (500) trees, and in accordance with the applicable specifications.
    - (i) The Contractor shall be provided with a list for specific trees detailing locations at a pre-commencement meeting.
    - (ii) All trees will be under ten (10) cm in trunk diameter at breast height (DBH) measured at one hundred and thirty-five centimetres (135cm) above ground level and the expectation is that a minimum of twenty (20) litres of water or more will be applied per tree per watering cycle.
  - (b) The recognized watering and maintenance standard for the work required is approximately six (6) cycles during the growing season (May to October inclusive).
  - (c) Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing. Waters from rivers and streams shall not be used without prior approval of the Contract.
    - (i) Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.
    - (ii) All costs to provide water for watering operation shall be covered by the Contractor. These costs may include hydrant permit and meter rental fees.
- E2.3 For each watering cycle, the Contractor shall:
- (a) Begin watering within five (5) days of when the list was received, and be finished within one (1) week;
  - (b) Contact the Contract Administrator when each watering cycle is initiated;
  - (c) Inform the Contract Administrator immediately of any breakdown or delay;

- (d) Water trees slowly to ensure that water does not run away from the root zone and so the top 300mm of soil around the root system of the tree is well saturated. This can be achieved by using the following:
    - (i) deep root feeder (hard-surface boulevards); or
    - (ii) low pressure open flow nozzle and hose (turf-covered).
  - (e) Prevent the water stream from gouging out a hole in the soil or mulch;
  - (f) Obtain all necessary utility clearances if using a deep root feeder;
  - (g) Determine the watering requirements of trees depending on a number of variables such as tree species, tree size, soil type, and weather, including precipitation. The watering requirements are a minimum standard and shall be followed unless otherwise directed by the Contract Administrator;
- E2.4 The initial watering cycle shall be done in early spring after the ground thaws to flush the soil and wash the crowns of the trees before the plants bud out, with the intent to wash off the de-icing salt that has accumulated on the trees and in the soil. During this watering cycle, the Contractor shall ensure the following:
  - (a) The tree crowns and trunk are sprayed with water from equipment that is equipped with a low-pressure nozzle.
  - (b) The soil is flushed with a minimum of twenty (20) litres of water per tree.
- E2.5 The final watering cycle shall be done in late fall after temperatures consistently fall below freezing to ensure adequate moisture in root zone at freeze-up.
  - (a) The fertilizer shall be approved by the Contract Administrator prior to application. All fertilizer shall be formulated for trees and have a ratio of 20.20.20. It shall be mixed to the concentration specified on the package.
- E2.6 The Contractor shall add additional mulch in tree wells or vaults as required to eliminate any tripping hazards.
  - (a) If Mulch is required it shall be comprised of clean bark or wood chips free of leaves, branches and other extraneous matter.
  - (b) Mulch shall consist of chips not less than fifteen (15) mm nor larger than seventy-five (75) mm in size and not more than twenty (20) mm deep.
- E2.7 Tree Sites shall be kept free of weeds. The Contractor shall:
  - (a) remove any weed growth by hand during the watering process or as directed by the Contract Administrator or designate;
  - (b) not use any herbicides for weed control unless otherwise approved by the Contract Administrator.
- E2.8 The Contractor shall ensure that the personnel will be under the direction of a skilled supervisor in the execution of the Work. The supervisor shall be on Site at all times during the Work and shall be authorized to make binding decisions on behalf of the Contractor.
- E2.9 It is understood that the Contract Administrator shall consult with the City Forester on matters which do not conform to, or which are not addressed by these Specifications.

### **E3. PRUNING OF TREES**

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

- E3.2 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 10.0 to 19.9 cm;
  - (b) Class 2 20.0 to 29.9 cm;
  - (c) Class 3 30.0 to 39.9 cm.
  - (d) Class 4 40.0 to 49.9 cm.
  - (e) Class 5 50.0 to 60.0 cm
- E3.3 Measurement for payment shall be based on the trunk diameter at breast height (DBH) 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 DBH measured at 135 cm above ground level of the largest trunk plus  $\frac{1}{2}$  the DBH 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.
  - (c) Where multiple trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.
- E3.4 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.
- E3.5 The Contractor must adhere to the Province of Manitoba elm tree pruning restrictions for elms from (April 1 to July 31) of each year.
- E3.6 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 metre (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) to provide proper clearance from traffic signs, traffic lights and street lights.
    - (iv) that are broken and / or hanging from the tree;
    - (v) that are dead and 2.5 cm (1 inch) in diameter or larger.
  - (f) Pruning cuts made into the branch collar ("Flush Cuts") are not acceptable.

- (i) Trees where flush cuts are made will be omitted from tree counts and excluded from invoicing.
- (ii) If a tree pruned by the Contractor is found with wounds due to flush cuts, the Contractor will be required to pay a \$200 fee per tree to the City.
- (iii) This fee may be deducted from any amounts owing to the Contractor by the City.

E3.7 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.

E3.8 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or his designate.

#### **E4. REMOVAL OF TREES**

E4.1 The Contractor shall remove designated trees on an 'as required' basis in accordance with the requirements hereinafter specified.

E4.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator or designate.

E4.3 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            5.0 to 9.9 cm;
- (b) Class 2            10.0 to 19.9 cm;
- (c) Class 3            20.0 to 29.9 cm.
- (d) Class 4            30.0 to 39.9 cm.
- (e) Class 5            40.0 to 49.9 cm.
- (f) Class 6            50.0 to 60.0 cm.

E4.4 Measurement for payment shall be based on the trunk diameter at breast height (DBH) 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 DBH (measured at 135 cm above ground level) of the largest trunk plus ½ the DBH 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.

E4.5 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.

E4.6 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.

#### **E5. DISPOSAL OF WASTE MATERIAL**

E5.1 All waste material (i.e.: woodchips, branches, logs from the pruning and removal 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 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) No cut wood material is to be left unattended at any time.
  - (i) If unattended wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City. This fee may be deducted from any amounts owing to the Contractor by the City.
- (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 Resource Management Site Facility. Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and/or Province of Manitoba.
  - (i) To verify proper disposal of materials to approved landfill sites identified by the Contract Administrator, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received upon request.

#### E5.2 Ash Wood Handling Procedures

- (a) During the period, from May 1 to October 31, all Ash Species trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
  - (i) Alternatively, the trees may be debarked on site to the satisfaction of the Contract Administrator, and the debarked logs hauled directly to a processing facility that is pre-approved by the Contract Administrator. All ash logs transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal.
  - (ii) The waste from debarking must be chipped at the original removal site or disposed of in a manner satisfactory to the Contract Administrator.
- (b) During the period from November 1 to April 30, all ash trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
- (c) Alternatively, ash material may be transported directly to a processing facility that is pre-approved by the Contract Administrator. All ash material transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal or by May 1st, whichever occurs first.
- (d) The contractor is responsible for ensuring that any ash material transported for processing to an approved off-site location is properly processed within the time frames stipulated in E4.6.
- (e) Approved Ash Wood disposal sites include:
  - (i) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
  - (ii) Summit Road Landfill Site, North of Optimist Park at 1600 Summit Road
  - (iii) Alternative wood disposal locations will be considered. Any disposal site not listed in E4.6(e) must be applied for in writing and approved by the Contract Administrator.
- (f) No cut ash species wood material is to be left unattended at any time.
  - (i) If unattended ash species wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
  - (ii) This fee may be deducted from any amounts owing to the Contractor by the City.

E5.3 The City reserves the right to inspect the Contractor's compound to ensure that no Forest Threats are being stored there for any length of time, in accordance with the Forest Health Protection Act: <https://web2.gov.mb.ca/laws/statutes/ccsm/f151e.php>

#### E6. SAFETY AND BY-LAWS

E6.1 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, BELL-MTS and SHAW.

- E6.2 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree removal or pruning Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning and removal Work.
    - (i) These arrangements may require completed Hot Tree Requests as per D26.5.
    - (ii) 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 on Site to advise which portions of the tree should be removed to ensure that the Work meets contract specifications.
  - (b) The Contractor shall be responsible to make call back arrangements with the Utilities should deficiencies exist.
  - (c) The Contractor shall be responsible for any additional costs associated with tree removal or pruning Work around utility lines and any such costs must be reflected in the overall bid.
  - (d) The Contractor shall make utility tree removal or pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.

## **E7. DAMAGE TO PROPERTY**

- E7.1 The Contractor 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 removal or pruning Work.
- E7.2 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.

## **E8. LOCATION AND SCHEDULE OF WORK**

- E8.1 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.
- E8.2 The Contractor shall be advised of the exact Work Site locations from the Contract Administrator or designate. All Work on the Site shall be completed prior to the commencement of any further Work being given.
- E8.3 The City reserves the right to add or delete locations, within the Downtown area 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.
- E8.4 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.
- E8.5 The Contractor shall begin the Work assigned on a Work Order on site no more than five (5) days from the issue date of that Work Order unless an alternative commencement date is approved by the Contract Administrator.
- (a) The Contractor shall complete the Work by the end date indicated on the Work Order.

- (b) Saturdays, Sundays, and Statutory holidays shall not be counted as Working Days unless the Contractor completed work for this contract on those days.
- (c) The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.

**E9. COMPLETION OF WORK**

- E9.1 The Contractor shall complete the work in accordance with the schedule described in E2.3(a) and E8.5.
- E9.2 If a Work Order is not complete in accordance with D14, D16, E2.3(a) and E8.5, Liquidated Damages shall apply as outlined in D17.

**E10. AREA OF WORK**

- E10.1 The Contractor is advised that the Work Site locations for all Tree Maintenance and Removal Services will be within the Downtown area as depicted in E11. The Contractor shall be advised of the exact Work Site locations in the required sequence via Work Orders from the Contract Administrator. All Work on the Site shall be completed prior to any further Work being given, at the discretion of the Contract Administrator.

# E11. DOWNTOWN TREE MAINTENANCE AND REMOVAL SERVICES BOUNDARY MAP



## Downtown Winnipeg Map

