



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 685-2023**

**PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 2023.

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 that the Sites provided for view in Appendix 1 are to be considered examples only for the benefit to Bidders in preparing their prices, and may not be the exact sites where work will be required. The Bidder is advised that some of the Sites provided for view on Appendix 1 are on private property and are not available to access.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Bidder is responsible for determining:

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 they have 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 D5.

## **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 their 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 they wish 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 their 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
  - (d) If the Bidder is carrying on business under a name other than their 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 in the appropriate field in MERX.
- B10.1.1 Prices shall include:
- (a) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (b) Profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.2 The quantities listed 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 – provided specifications

**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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) Disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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;
  - (b) Be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) Have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) Have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and D7).
  - (e) Upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;
  - (f) 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 removing

trees and / or using chainsaws during the course of the Contract: Proof of International Society of Arboriculture (ISA) Certification that is current and in good standing; or

- (ii) Copies of previously issued Manitoba Arborist Licenses 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 removals and / or who are not using chainsaws do not require arborist licenses or certification.
- (g) 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 two (2) individuals performing Work for this Contract.
- (i) Qualification for electrical utility work is subject to approval by Manitoba Hydro
    - ◆ Manitoba Hydro approval will be facilitated by the City of Winnipeg
  - (ii) Individuals holding Utility certifications may be employed by subcontractors

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 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 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.

B13.7 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 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 their 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) Bid Price ;
  - (d) Economic analysis of any approved alternative pursuant to B7;
  - (e) Costs to the City of administering multiple contracts. .
- 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 their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c) the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item in each Section.
- B17.5 This Contract may be awarded separately in sections.
- B17.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all sections.
- B17.5.2 Notwithstanding B18.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in their best interests. If the Bidder has not bid on all sections, they shall have no claim against the City if their partial Bid is

rejected in favour of an award of the Contract on the basis of an alternative or section upon which they have not bid.

**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 their 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 B17.
- 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.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their 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 the removal of Dutch elm diseased or other trees for the period from date of award until December 31, 2024, 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 Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1<sup>st</sup> 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.

D2.1.4 Contractor's Work Completion and Invoicing Period: from the Date of Award until the 2<sup>nd</sup> Friday in December of the respective year.

D2.1.5 City's Final Inspection Period: from the 2<sup>nd</sup> Friday in December as listed above, until December 31<sup>st</sup> of the respective year.

D2.1.6 Critical Stage for completion of removal of trees tagged during the previous calendar year, including invoicing: May 31<sup>st</sup>, 2024 for the initial term of the Contract and April 30<sup>th</sup> for each extension term. Date of this Critical Stage may be adjusted in the first year of award at the discretion of the Contract Administrator.

D2.1.7 Completion of the Work of the Contract, including invoicing: 2<sup>nd</sup> Friday in December as per D2.1.4.

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

- (a) Removal of trees from boulevards (street right -of-way), public parks, and/or from within private properties.
- (b) Chipping of material,
- (c) Stump removal services, and
- (d) Proper removal and disposal of tree removal / stumping material.

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

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

D2.3.2 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. COOPERATIVE PURCHASE**

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) Supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) A participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) A participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
  - (d) Any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

### **D4. DEFINITIONS**

- D4.1 When used in this Tender:
- (a) **"ANSI"** means American National Standards Institute;
  - (b) **"Private Elm or Private Tree"** means an elm or tree located on private property including, but not limited to, front yard, back yard, side yard, natural area, riverbank, or golf course;
  - (c) **"Public Elm or Public Tree"** means an elm or tree located on the public right-of-way, or in a park area maintained by the City;
  - (d) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
  - (e) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:

Sharla Regan  
Forestry Technician II  
Telephone No. 204 -619-1832  
Email Address. [sregan@winnipeg.ca](mailto:sregan@winnipeg.ca)

D5.2 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.

## **D6. CONTRACTOR'S SUPERVISOR**

D6.1 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

## **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) Providing barrier-free access to goods and services;
- (b) Providing reasonable accommodations;
- (c) Reasonably accommodating assistive devices, support persons, and support animals;
- (d) Providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) Inform the public when accessibility features are not available;
- (f) Providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) Providing adequate training of staff and documentation of same.

## **D8. UNFAIR LABOUR PRACTICES**

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.



- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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.

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

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their 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.

## **D11. INSURANCE**

D11.1 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;

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D11.5 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.

## **D12. CONTRACT SECURITY**

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:

- (a) A performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (b) An irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (c) A certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term.

D12.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

- D12.1.3 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) The version submitted by the Contractor must have valid digital signatures and seals;
  - (b) The version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1D12.1(b).
- D12.1.4 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.1.5 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.6 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D12.2 The Contractor shall provide the Contract Administrator with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

### **D13. SAFETY ORIENTATION FORM**

- D13.1 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
- (a) Meeting date and time will be established by the Contract Administrator.
    - (i) Contract pre-meeting may be held virtually or over the phone at the discretion of the Contract Administrator. In this event, an emailed or faxed signed and scanned digital copy of Form M will be acceptable.
  - (b) Notwithstanding Form M:
    - (i) All Manitoba Provincial and Federal Regulation 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.

### **D14. SUBCONTRACTOR LIST**

- D14.1 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.
- D14.2 If, during the course of the Contract, the Contractor elects to hire an additional Subcontractor not previously named at commencement, this can be proposed to the Contract Administrator and is the sole discretion of the Contract Administrator

- (a) Any subcontractors requested to be added post Contract commencement must be approved by the Contract Administrator before Work begins. Should the Contract Administrator allow an additional Subcontractor to be added post Contract commencement, the Contractor shall submit all qualifying documents for the proposed Subcontractor at least three (3) Business Days before the Subcontractor begins any Work on the Contract.

## **D15. EQUIPMENT LIST**

- D15.1 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.
- D15.2 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.
- D15.3 A valid Manitoba Vehicle Inspection Certificate safety shall be required for all applicable vehicles used in the Contract and a valid Manitoba Government Inspection (MGI) sticker in clear display on the vehicle.
- D15.4 A valid annual Aerial Boom Inspection Certificate and Non-Destruct Test from a qualified facility shall be required for all aerial devices to be used in the Contract.
- D15.5 A valid annual Dielectric Testing Certificate from a qualified facility shall be required for all applicable aerial device units used in the Contract.
- D15.6 If, during the course of the Contract, the Contractor elects to use Equipment not previously listed at commencement, this can be proposed to the Contract Administrator and is the sole discretion of the Contract Administrator.
  - (a) 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 three (3) Business Days before the Equipment can be used in the Contract.
    - (i) At the request of the Contract Administrator, the Contractor must make the additional equipment available for inspection by the City before it is approved for Work on the Contract.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D16.2 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 D9;
    - (ii) Evidence of the workers compensation coverage specified in C6.14;
    - (iii) Evidence of the insurance specified in D11;
    - (iv) The contract security specified in D12;
    - (v) The Safety Orientation Form specified in D13;
    - (vi) The Subcontractor list specified in D14; and
    - (vii) The equipment list specified in D15;
  - (viii) Evidence of qualification to practice arboriculture in Manitoba specified in B13.3(f);

- (ix) Proof of electric utility tree work qualification to the satisfaction of Manitoba Hydro specified in B13.3(g);
- (x) The direct deposit application form specified in D40 and
- (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D17. WORKING DAYS**

- D17.1 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.
- D17.2 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.
- D17.3 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.

## **D18. AFTER HOURS WORK**

- D18.1 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 but not limited to 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.
- (a) Written permission must be obtained at least 2 days prior to the weekend on which the Contractor is requesting permission to Work.
  - (b) Permission to Work on Weekends, Statutory Holidays or any day or time outside the City's regular Working Hours is dependent on availability of Contract Administrator or designate(s) to inspect the Contractor's Work site(s).
  - (c) The City shall have no obligation to pay invoices submitted by the Contractor for After Hours Work completed without written permission from the Contract Administrator.

## **D19. CRITICAL STAGES**

- D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Work on each Work Order shall commence within ten (10) Working Days of the date of the Work Order issued (i.e. "Start Date" listed for that Work Order), and completed within seven (7) Working Days of the "Start Date" for that Work Order (i.e. "Deadline Date" listed on the Work Order).
  - (b) Work Orders issued prior to May 31<sup>st</sup>, 2024 for the initial term of the Contract and April 30<sup>th</sup> for each extension term of that calendar year are to be completed on or before May 31<sup>st</sup>, 2024 for the initial term of the Contract and April 30<sup>th</sup> for each extension term of that calendar year, which may result in Work Order deadline dates being adjusted to accommodate the deadline of May 31<sup>st</sup>, 2024 for the initial year of the Contract and April 30<sup>th</sup> for each extension term as required and as determined by the Contract Administrator, regardless of the issue date.
    - (i) Work issued during this timeframe will be for diseased trees tagged during the previous calendar year.

- (c) The Contractor shall complete the Work of the Contract by the 2<sup>nd</sup> Friday in December of each year the Contract is in effect. Work Orders will be adjusted with this deadline date as required and as determined by the Contract Administrator, regardless of the date of issue.

D19.2 Work shall be completed in accordance with PART E - Specifications.

## **D20. LIQUIDATED DAMAGES**

D20.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Work Order Deadline – five hundred dollars (\$500);
- (b) Critical Stage May 31<sup>st</sup>, 2024 for the initial term of the Contract and April 30<sup>th</sup> for each extension term – one thousand dollars (\$1000);
- (c) Completion of the Work of the Contract –five hundred dollars (\$1000);

D20.2 The amounts specified for liquidated damages in D20.1 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.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D21.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.

D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D21.4 For any delay related to Supply Chain Disruption 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 D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D21.5 The Work schedule, including the durations identified in D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D21.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## CONTROL OF WORK

### D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D22.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

### D23. EMPLOYEE BEHAVIOUR AND SUPERVISION

D23.1 The contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to the people and shall without limitation ensure that employees:

- (a) Behave in a courteous and polite manner to City staff, other personnel, and the public;
- (b) Do not use profanity or create excessive noise;
- (c) Do not smoke within a City facility (i.e. Work site where City contract work is being done);
- (d) Obey all posted safety rules;
- (e) Leave all furnishings, equipment, etc. moved during the course of Work, in an "as found" condition at the completion of the Work;
- (f) Use their own radio(s) or telephones or cellular telephones necessary for on site communication;
- (g) When employees are in the facility, that it is kept secure from entry from unauthorized persons; and
- (h) Follow basic dress code to include, at a minimum, shirt with sleeves and ankle-length pants (i.e. no sleeveless tops or shorts)
  - (i) Notwithstanding (g), all Contractor employees must wear Personal Protective Equipment as per Form M at all times while within the Work Site.

### D24. SAFETY

D24.1 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.

D24.2 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.

D24.3 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 their 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 and other requirements listed on Safety Form M are met at all times.

## **D25. PUBLIC SAFETY / TRAFFIC CONTROL**

- D25.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site [https://legacy.winnipeg.ca/publicworks/transportation/pdf/2022\\_Rev1\\_ManualOfTemporaryTrafficControl.pdf](https://legacy.winnipeg.ca/publicworks/transportation/pdf/2022_Rev1_ManualOfTemporaryTrafficControl.pdf)
- D25.2 The Contractor shall 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 ensuring motorists, cyclists, pedestrians and workers while maintaining traffic flow and ensuring that the protection is afforded to the road user. The Contractor's operations shall in no way interfere with the safe operation of traffic.
- (a) The Contractor shall apply online for all street, lane, bike lane and/or sidewalk closures by completing and submitting the City of Winnipeg Street / Sidewalk Closure Request Form at <https://laneclosures.winnipeg.ca>
    - (i) A flow chart of how and when to apply for closures is available as Section 2.01.02 in the Public Works Manual of Temporary Traffic Control.
  - (b) 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 current edition of the Public Works Manual of Temporary Traffic Control.
  - (c) The Contractor shall provide a ground crew person at all times when aerial lift or climbers are involved in the tree removal operation. This person must be within 10 m 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 tree work is occurring.
  - (d) It is acceptable to complete work on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles to access.
  - (e) Notwithstanding the Public Works Manual of Temporary Traffic Control on City Streets, the Contractor shall maintain the Site setup and safety protocols in a manner that is satisfactory to the Contract Administrator or designate.
    - (a) The Contractor shall bear the expense of all fees / fines issued to the Contractor by the Winnipeg Operations Constables, in accordance with 1.07 of the Public Works Manual of Temporary Traffic Control.

## **D26. TEMPORARY PARKING REMOVAL**

- D26.1 An Authorized Construction Agency (ACA) can be permitted to remove on-street parking on their own if approved by Traffic Management. The ACA approval process will follow the steps below:
- (a) The request must be made via the Lane Closure Request Form. The parking removal information is already included in the form.
  - (b) If the lane closure request is approved, Traffic Management will provide ACA permissions on a Parking Removal form, indicating ACA contract information and a location description. Winnipeg Parking Authority (WPA) will be copied on the approval as an advance notification.
  - (c) Once the parking removal signage has been placed, license plates must be documented on the form, and the form is to be emailed to WPA, at [wpa-dispatch@winnipeg.ca](mailto:wpa-dispatch@winnipeg.ca), for enforcement purposes.
- D26.2 Signage Requirements:
- (a) Parking removal signs must be RB-55 or RB-57 signs with orange "Temporary" tabs directly below.





RB-55



RB-57

- (b) No Parking Signs must be labeled on the reverse side with the Contractor's company name and contact information.
- (c) Day and Time Range on sign must encompass the days and times when Contract Work is taking place.
- (d) All signs in use at Work site must display the same day and time information.
- (e) All signs in use at Work site must be uniform with each other.
- (f) Other No Parking signs, such as homemade signs or signs taken from other Contractors or City worksites, may not be used at any time.

#### D26.3 Placement of No Parking Signs

- (a) First sign should be installed approximately 15 m from street or public lane.
- (b) Additional signs should be spaced approximately 50 m or at existing regulations.
- (c) Generally, no stopping without times or days would be placed 24 hours in advance or the previous working day. Temporary parking restrictions must be in place for 24 hrs before they can be enforced.
- (d) No Stopping signs, whether general or special event, that have dates and times should be placed 3 – 6 days prior to the event.
- (e) No Stopping signs should be installed immediately below the restrictions so that they are clearly visible.
- (f) Blank stickers should be used on the appropriate arrows to create end or cut off points for various temporary stopping restrictions if a cut-off is mid block.

#### D26.4 Winnipeg Parking Authority (WPA) Enforcement requirements:

- (a) License plates shall be documented for all temporary installations done in areas where there is no existing limited time regulation prior to the temporary installation taking affect or where there will be an evening or morning restriction (rush hour) in affect before the temporary signs become effective.
  - (i) Further documentation of licenses should take place when parking changes from a work order have rendered a vehicle illegally parked, or will cause such.
- (b) To clear illegally parked vehicles, the ACA contact person or the applicant listed on the Use of Street permit or lane closure approval must call 311.

#### D26.5 Requirements for the use of No Parking signs, including the design and fabrication of the signs, may be subject to change as required by the Public Works Manual of Temporary Traffic Control on City Streets, City of Winnipeg Traffic Services, and/or City of Winnipeg Traffic Management. Any required changes that are not contained within the Public Works Manual of Temporary Traffic Control on City Streets will be provided by the Contract Administrator.

- (a) In any case where this contract contradicts the latest edition of the Public Works Manual of Temporary Traffic Control on City Streets, the Public Works Manual of Temporary Traffic Control on City Streets shall be used.

## **D27. MANITOBA HYDRO SAFETY REQUIREMENTS FOR UTILITY ARBORISTS**

### **D27.1 Aerial Rescue**

- (a) Each aerial lift worksite must have at least two (2) Certified Utility Tree Trimmers / Utility Arborists or Utility Arborists 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.

### **D27.2 Related Insulated Aerial Lift Devices**

- (a) All related insulated aerial lift devices to be used in the Work shall have a minimum of a 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 dielectrically and structurally certified annually according to CSA Standard CAN/CSA-C225-00 or greater.

### **D27.3 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 (5 feet) of an energized conductor.

### **D27.4 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 (is this supposed to say 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) Alternately, 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 Z96-02 Class 2 flame resistant clothing (example: shirt and pants).

### **D27.5 Hot Tree Requests**

- (a) Hot Tree Requests (eForm 0340A pdf) must be completed and submitted to Manitoba Hydro Customer Service Centre (CSC) email as required.
- (b) All Hot Tree Requests are to be completed by the Utility Arborist who will be performing the Hot Tree work at that site.
- (c) The completed Hot Tree Request must be on site as per requirements from the Province of Manitoba.
- (d) Completed Hot Tree Requests may be submitted with invoices for any tree removal work requiring a Hot Tree Request, at the discretion of the Contract Administrator.

## **D28. MANITOBA HYDRO LIMITS OF APPROACH FOR UTILITY ARBORISTS**

- D28.1 Absolute Limits of Approach shall be adhered to as outlined in Limits of Approach to Live Conductors and Apparatus by Manitoba Hydro. No Contractor shall cut trees in or around distribution circuits when the tree branches are within the Limits of Approach as outlined in this

Contract. Cutting will be permitted only after safety precautions of either Option 1 or Option 2 listed below 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 circuit has 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 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.”

D28.1.1 The utility arborist shall use insulated tools and wear rated rubber gloves when cutting at these locations or when there is a potential for electrical contact.

## **D29. MANITOBA HYDRO ADDITIONAL PRECAUTIONS**

- D29.1 A qualified Manitoba Hydro Customer Service Centre Power Line Technician or delegate is responsible for evaluating whether the conductor is in suitable condition for the application of the cover-up
- D29.2 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 the Contractor’s personnel by Manitoba Hydro’s personnel on the precautions to be taken regarding excessive force being employed in pulling the conductors down or in a sideways motion.
- D29.3 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.
- D29.4 Any violations to safety protocol while performing Work within the limits of approach may result in a Stop Work Order being issued by Manitoba Hydro and the suspension of the individual UTT from performing Work on Manitoba Hydro’s electrical system and assets.

## **D30. MANITOBA HYDRO APPROVAL: UTILITY ARBORISTS, PERSONAL PROTECTIVE EQUIPMENT, AND AERIAL TRUCKS**

- D30.1 All Contractor utility arborists shall attend a compulsory annual meeting with Manitoba Hydro safety personnel in order to inspect and approve the Contractor’s qualification as per B13.3(g), personal protective equipment as per D27, and dielectric testing of aerial trucks as per D27.2 and D15.5
  - (a) Only the specific trucks to be used by Utility Arborists on this contract must be brought to this meeting.
  - (b) All other aerial trucks require proof of dielectric testing as per D15.5.
- D30.2 The date, time and location of this meeting will be set by the City.
  - (a) All contractors shall make all Utility Arborists that will be working on this contract available to attend, and to bring their PPE and applicable trucks. No alternate arrangements will be made to meet with individuals at alternate times or locations.

## **D31. SITE CLEANING**

- D31.1 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.

- D31.1.1 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, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D31.1.2 Work Orders 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.
- D31.1.3 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 will require the Contractor to return to and clean the site as described in D31, E3.6, and E4.5.
- D31.1.4 Any costs associated with this clean up shall be borne by the Contractor.

### **D32. DAMAGE TO EXISTING STRUCTURES OR PROPERTY**

- D32.1 Special care shall be taken to avoid damage to existing adjacent structure or properties during the course of the Work.
- D32.2 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and the Contractor shall be responsible for all damage resulting from Contract 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.
- D32.3 Any damage caused by the negligence of the Contractor or their Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at their own expense, to the satisfaction of the Contract Administrator.
- (a) Contractor will be responsible for securing materials used to avoid damage to turf during the Work and 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, including but not limited to parks or private properties.
  - (c) If the Contractor's operations result in damage to sidewalks, streets including asphalt patching, curbs or any other features of the public right-of-way or on public property, then these shall be repaired or replaced or compensated at the sole expense of the Contractor to the satisfaction of the Contract Administrator.

### **D33. ACCESS TO "CITY" PROPERTY**

- D33.1 In the event that a work location is inaccessible due to parked vehicles, the Contractor shall be responsible for having the vehicles moved, through whatever legal means necessary.
- D33.2 All costs related to having vehicles moved and/r returning to a work location multiple times that was initially inaccessible shall be borne by the Contractor.
- D33.3 For information related to Temporary Parking Removal by contractors, see D26.

### **D34. INSPECTION**

- D34.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable them 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.

D34.2 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.

D34.3 Inspections may include the following:

- (a) Inspect progress of completed Work;
- (b) Document any corrective actions needed by the Contractor for the Work to be accepted as complete;
- (c) Inspect for final acceptance of service received based on invoice;
- (d) Re-inspect for final acceptance of services invoiced by Contractor. If services are in a deficient state then a re-inspection fee of one hundred dollars (\$100) will be charged for each re-inspection made until the Work is determined to be acceptable

### **D35. DEFICIENCIES**

D35.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.
- (c) Additional Equipment or Labour can, at the Contractor's discretion, be furnished / employed by engaging a Subcontractor.

### **D36. ORDERS**

D36.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

- (a) The Contractor shall make provisions for a live representative to be available to be contacted directly from 8:00 a.m. to 4:30 p.m., in the case that special situations, concerns and / or emergencies arise. Pagers, answering machines and other delayed response methods are not acceptable.

D36.2 The Contract Administrator can, at their discretion, make previews of potential work (i.e. lists of tree locations) available before the Work Order is issued. Previews of potential Work may be made available to the Contractor, and the Contractor may communicate preferred timelines and priorities to the Contract Administrator to allow operational flexibility in coordinating with Utilities where needed. The availability of previews and the issuance of specific Work Orders is at the sole discretion of the Contract Administrator.

- (a) Previews are approximations only, to aid in planning the work and coordination with utilities and logistics and may be subject to change, depending on resources or site conditions.
- (b) Locations listed on previews may or may not be assigned on work orders at the sole discretion of the Contract Administrator.

D36.3 Throughout the term of the Contract, the Contract Administrator will issue Work Orders for the removal of trees.

- (a) The Contractor is expected to begin Work on the Work Orders as they are issued.
- (b) The assignment of Work Orders is at the sole discretion of the Contract Administrator.

- D36.4 At the Contract Administrator's discretion, copies of Dutch Elm Disease Detection Records for specific trees may be given to the Contractor to aid in the planning and undertaking of the Work. These documents are provided as reference only. If there is ever a discrepancy between information written on the Detection Record and the Contract, the Contract shall override such information.
- D36.5 The Contractor shall contact the Contract Administrator (or designate) before 8:00 a.m. each Working Day, where Work on this contract will be occurring, to confirm the locations(s) where the Contractor Crew(s) will be working.

### **D37. RECORDS**

- D37.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D37.2 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.
- D37.3 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.

### **D38. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

- D38.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31<sup>st</sup> of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1<sup>st</sup> to December 31<sup>st</sup> 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:
- D38.2 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)
- D38.3 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).
- D38.4 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).
- D38.5 Any other information requested by the Contract Administrator.
- D38.6 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**

#### **D39. INVOICES**

- D39.1 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)

D39.2 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.

D39.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D40. PAYMENT**

D40.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

#### **D41. PAYMENT SCHEDULE**

D41.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **WARRANTY**

##### **D42. WARRANTY**

D42.1 Notwithstanding C13, Warranty does not apply to this Contract.

#### **DISPUTE RESOLUTION**

##### **D43. DISPUTE RESOLUTION**

D43.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D43.

D43.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D43.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D43.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D43.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D43.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D43.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D43.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D43.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D44. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D44.1 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.
- D44.2 Further to D44.1, in the event that the obligations in D44 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.
- D44.3 For the purposes of D44:
- (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.
- D44.4 Modified Insurance Requirements
- D44.4.1 Where applicable, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.

- D44.4.2 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.
- D44.4.3 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.
- D44.4.4 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.
- D44.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D44.5 Indemnification By Contractor

- D44.5.1 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.
- D44.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) Any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) Any damage to or loss or destruction of property of any person; or
  - (c) Any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

#### D44.6 Records Retention and Audits

- D44.6.1 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.
- D44.6.2 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 D44.6.1 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.

#### D44.7 Other Obligations

- D44.7.1 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.
- D44.7.2 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.
- D44.7.3 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.
- D44.7.4 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.
- D44.7.5 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 is in compliance with such codes and the legislation.
- D44.7.6 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 H1: PERFORMANCE BOND**  
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

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

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

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

TENDER NO. 685-2023

PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D12)**

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

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

RE: CONTRACT SECURITY - TENDER NO. 685-2023  
PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

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

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

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



**FORM K: EQUIPMENT**  
(See D15)

**PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES**

<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 D15)

**PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES**

<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: PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES SAFETY ORIENTATION  
FORM  
(See D13)**

Representatives from the Urban Forestry Branch and the performing Contractor for The City of Winnipeg's Provision of Removal of Dutch Elm Diseased Trees 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	X	
Work Boots	X	X	Grade 2, steel toe or Forestry rated.
Eye Protection	X	X	Safety glasses PLUS 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		And outlined in D23.1(h)
Traffic Control	X		
First Aid	X		
Fall Protection	X		
Work Clearance Request MH-X 1317	X		Application to operate adjacent to overhead power lines.
Spill Response Kits		X	Approved kit at each work site.
Limits of Approach	X	X	As outlined in Tender.
Insulated Aerial Lift Devices	X	X	As outlined in Tender.
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. SERVICES**

- E2.1 The Contractor shall remove Dutch elm diseased or other trees in accordance with the requirements hereinafter specified.
- E2.2 Boulevard / Park Elm Removal Services shall be completed in accordance with E3.
- E2.3 Private Property Elm Removal Services shall be completed in accordance with E4.

#### **E3. BOULEVARD / PARK ELM REMOVAL SERVICES**

- E3.1 The Contractor shall remove designated elms on an "as required" basis in accordance with the requirements hereinafter specified.
- E3.2 The Contractor shall complete a tree removal unless they receive written authorization from the Contract Administrator in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once completed.
  - (b) A preview list of locations is not to be considered a Work Order.
- E3.3 The Contractor shall remove trees marked with numbered orange / red flagging tape and/or yellow or orange tree marking paint and specifically described in Work Orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings;
- (a) The Contractor may be requested by the Contract Administrator to remove other elm trees not affected by Dutch elm disease, that have been identified for removal under the City's DED program.
  - (b) The Contractor shall remove all issued trees regardless of their location, the type of terrain or degree of difficulty. Any changes must be agreed to by the Contract Administrator or designate prior to the Work being started.
    - (i) Work may include public trees on boulevards, centre medians, or maintained park areas.
  - (c) If public tree removal activities extend to involve private property, the Contractor shall obtain the permission of each private property owner or tenant at least twenty-four (24) hours prior to entering private property. If such permission is denied or cannot be obtained due to absence of property owner or tenant, the Contractor shall notify the Contract Administrator or designate immediately. If access is required through adjoining private property, it is the Contractor's responsibility also to obtain permission to do so.
    - (i) Obtaining permission must include communication received back from the property owner or tenant. This communication received back from the property owner or tenant may be verbal and must be documented by the Contractor, including date and address of permission received and name of person

- providing permission. Leaving a pamphlet, note or business card at the property or in the mailbox does not constitute permission.
- (ii) If permission is denied, the Contractor shall find an alternative to remove the tree (i.e. using climbers/ropes/rigging, removing wood manually within the designated property lines, etc.).
- E3.4 The Contractor shall remove trees and stumps in a manner satisfactory to the Contract Administrator or designate and agrees that the Work will be inspected by City personnel.
- E3.5 Stumps shall be ground to 15 cm (6-inches) below ground level. Sufficient stump grindings shall be left in the hole and manually compacted to grade level to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate and all remaining debris shall be removed from the site.
- (a) Stumps are to be ground prior to the deadline date of the work order the Work was issued on, regardless of site conditions, including but not limited to winter conditions.
- E3.6 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) By direct transport from the work site to pre-approved disposal site, for any wood that is not chipped on site and/or is too large to be chipped on site, and/or,
- (b) By chipping on site. A blocker vehicle is required when the chipper is in operation on all City of Winnipeg right of ways where traffic control is required.
- E3.6.1 Temporary storage of the wood at any location is not acceptable.
- E3.6.2 The costs of all above operations are to be borne solely by the Contractor.
- E3.7 Pre-approved disposal sites for elm wood include:
- (a) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
- (b) Greensite Recycling, 170 Transport Road
- (c) Summit Road (Summit Road north of Optimist Park)
- (d) Alternative wood disposal locations will be considered. Any disposal site not listed in E3.7 must be applied for in writing and approved by the Contract Administrator.
- E3.8 To verify proper disposal of materials identified by the Contract Administrator for disposal to approved sites(s), the Contractor shall provide the Contract Administrator with a copy of all weigh bills received with corresponding invoices.
- (a) The City reserves the right to inspect the Contractor's compound to ensure that no elm wood is being stored there for any length of time, in accordance with the Forest Health Protection Act.
- E3.9 At the request of the Contract Administrator, Contractors must provide locations where they are depositing / disposing of any wood chips / mulch resulting from the Work. These sites may be inspected by City staff.
- (a) No weight bills are required for the disposal of wood chips / mulch.
- E3.10 If melting snow reveals tree 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 D31, E3.5, E3.6, and E3.15.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E3.11 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to City streets, turf, other trees, gardens, walkways, fences, eaves, downspouts, exterior cladding, paving, asphalt, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.

- (a) Any costs associated with the repair(s) shall be borne by the Contractor.
- E3.12 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 / closures, correct use of signage and line clearance regulations of Manitoba Hydro, Shaw Communications Inc. and Bell MTS Inc.
- E3.13 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 Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the elm removal Work.
- (b) Manitoba Hydro Hot Tree Request sheets shall be submitted and obtained for each location where such request is required and in accordance with D27 and D28.
- (i) The Utility Arborist who will be completing the Work at that site shall complete the site assessment and submit the Hot Tree Request sheet for that site
- (c) The completed Hot Tree Request form signed by a representation of Manitoba Hydro shall be on site while related work is occurring at that site.
- (d) The Hot Tree Request form signed by Manitoba Hydro may be submitted with the invoice for that work location, at the discretion of the Contract Administrator.
- (e) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- (f) The Contractor shall be responsible for any additional costs associated with elm removal Work around utility lines and any such costs must be reflected in the overall bid.
- (g) The Contractor shall make utility tree work arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E3.14 The Contractor shall be responsible for special arrangements with respective light owners / businesses to remove or have removed, at the light / structure owner's expense, any and all lights / structures in or near trees necessary to property complete the elm removal Work.
- E3.15 All waste material (i.e., branches, logs from the removal operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain Work Sites in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to ranking of all grassed / snow covered areas and sweeping of all hard-surfaced areas. Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily.
- (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chippable material daily to an approved disposal site, listed in E3.6.
- E3.16 If the removal is not completed the same day it was initiated, no material (i.e. brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days.
- (a) No cut elm material is to be left unattended at any time.
- (i) If unattended elm 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.
- E3.17 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form B: Prices:
- (a) Class 1 – 0 cm to 19.9 cm;

- (b) Class 2 – 20 cm to 39.9 cm;
- (c) Class 3 – 40 cm to 59.9 cm;
- (d) Class 4 – 60 cm to 79.9 cm;
- (e) Class 5 – 80 cm and greater

E3.18 Measurement for payment shall be based on the Diameter at Breast Height (DBH) measured at 135 cm (4.5 ft) above ground level or above on trees with single trunks. On elms 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 (4.5 ft) above ground level of the largest trunk plus  $\frac{1}{2}$  the DBH of each subsequent trunk; 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.

E3.19 Where multiple elm trunks are joined aboveground at any height, they are to be considered one (1) multi-stem elm tree.

E3.20 Trees on a slope are to be measured from the up-hill side.

#### **E4. PRIVATE PROPERTY ELM REMOVAL SERVICES**

E4.1 The Contractor shall remove designated elms on an “as required” basis in accordance with the requirement hereinafter specified.

E4.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator in the form of a Work Order as well as proof of consent for that property.

- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
- (b) A preview list of locations is not considered a work order.

E4.3 The Contractor shall remove elm trees marked with numbered orange / red flagging tape and/or yellow or orange tree marking paint and specifically described in work orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings;

- (a) The Contractor may be requested by the Contract Administrator to remove other elm trees not affected by Dutch elm disease, that have been identified for removal under the City’s DED program.
- (b) The Contractor shall remove all issued trees regardless of their location, the type of terrain or degree of difficulty. Any changes must be agreed to by the Contract Administrator or designate prior to the Work being started.
- (c) For all private property trees assigned to Contractors, the property owner will have previously signed or agreed verbally to the contents of a City of Winnipeg DED Consent Form which provides consent to remove the private tree. Copies of these signed forms or equivalent documentation will be made available to the Contractor by the Contract Administrator. The Contractor shall have a copy of the consent documentation for the relevant property on site at all times while on site.
  - (i) The Contractor is not authorized to pursue or obtain consent related to the City of Winnipeg DED Consent Form.
- (d) At least twenty-four (24) hours prior to entering private property to perform tree removal(s), the Contractor shall obtain the permission of each property owner or tenant of the property on which the removal activities will occur, and of adjacent property owners or

tenant if removal activities extend to involve those properties. If such permission is denied or cannot be obtained due to absence of property owner or tenant, the Contractor shall notify the Contract Administrator or designate immediately. If access is required through an adjoining property, it is the Contractor's responsibility also to obtain permission to do so from the property owner or tenant.

- (i) Obtaining permission must include communication received back from the property owner or tenant. This communication received back from the property owner or tenant may be verbal and must be documented by the Contractor, including date and address of permission received and name of person providing permission. Leaving a pamphlet, note or business card at the property or in the mailbox does not constitute permission.
    - (ii) If permission is denied, the Contractor shall find an alternative method to remove the tree (i.e. using climbers/ropes/rigging, removing wood manually within the designated property lines, etc.).
  - (e) Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions where prior approval is given by the Contract Administrator or designate.
    - (i) Stumps shall be cut to ground level. Stump grinding on private properties is not required.
  - (f) The Contractor shall be responsible for debarking to ground level any portions of an elm tree remaining above ground level, to the satisfaction of the Contract Administrator or designate.
  - (g) Vehicles must remain on existing public roads unless specific written permission for off road use is obtained from the property owner. This includes a private drive/approach or parking area.
  - (h) Private property tree removals may include trees that are located in front yards, side yards, back yards, cemeteries, golf courses, natural areas, riverbanks, etc.
    - (i) Trees on City-owned land not considered public as referenced in D4.1(c) (i.e. trees along riverbanks in a park, golf courses, cemeteries, etc.) will be considered private property under this contract.
- E4.4 The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E4.5 The Contractor shall remove and/or dispose of all material resulting from Work immediately by one, or more of the following methods:
- (a) By direct transport from the work site to a pre-approved disposal site, for any wood that is not chipped on site and/or is too large to be chipped on site, and/or,
  - (b) By chipping on site. A blocker vehicle is required when the chipper is operations on all City of Winnipeg right of ways where traffic control is required
- E4.5.1 Temporary storage of the wood at any location is not acceptable.
- E4.5.2 The costs of all the above operations are to be borne solely by the Contractor.
- E4.6 Pre-approved disposal for elm wood include:
- (a) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
  - (b) Greensite Recycling, 170 Transport Road
  - (c) Summit Road Disposal Site (Summit Road north of Optimist Park)
  - (d) Alternative wood disposal locations will be considered. Any disposal site not listed in E4.6 must be applied for in writing and approved by the Contract Administrator.
- E4.7 To verify proper disposal of materials identified by the Contract Administrator for disposal to approved site(s), the Contractor shall provide the Contract Administrator with a copy of all weight bills received with corresponding invoices.

- (a) The City reserves the right to inspect the contractor's compound to ensure that no elm wood is being stored there for any length of time, in accordance with the Forest Health Protection Act.
- E4.8 At the request of the Contract Administrator, Contractors must disclose locations where they are depositing / disposing of any wood chips / mulch resulting from the Work. These sites may be inspected by City staff.
- (a) No weigh bills are required for the disposal of wood chips / mulch.
- E4.9 If melting snow reveals tree removal debris that was left behind after a work site has been approved for payment and payment has been made, the Contract Administrator or designate may require the Contractor to return and clean the site as described in D31, E4.5, and E4.14.
- (a) Any costs associated with this cleanup shall be borne by the Contractor.
- E4.10 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to City streets, turf, other trees, gardens, walkways, fences, eaves, downspouts, exterior cladding, paving, asphalt, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.
- (a) Any costs associated with the repair(s) shall be borne by the Contractor.
- E4.11 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, Shaw Communications Inc. and Bell MTS Inc.
- E4.12 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 Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the elm removal Work.
- (b) Manitoba Hydro Hot Tree Request sheets shall be submitted and obtained for each location where such request is required and in accordance with D27 and D28.
- (i) The Utility Arborist who will be completing the work at that site shall complete the site assessment and submit the Hot Tree Request sheet for that site.
- (c) The completed Hot Tree Request form signed by a representative of Manitoba Hydro shall be on site while related work is occurring at that site.
- (d) The Hot Tree Request form signed by Manitoba Hydro may be submitted with the invoice for that work location, at the discretion of the Contract Administrator.
- (e) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- (f) The Contractor shall be responsible for any additional costs associated with elm removal Work around utility lines and any such costs must be reflected in the overall bid.
- (g) The Contractor shall make utility tree work arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E4.13 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 elm removal Work.
- E4.14 All waste material (i.e. branches, logs from the removal operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Work Sites in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking of all grassed / snow covered areas and sweeping of all hard-surfaced areas. Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.



- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily.
  - (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chipable material daily to an approved disposal site, listed in E4.6
  - (c) Alternative disposal locations must be applied for in writing and approved by the Contract Administrator
- E4.15 If the removal is not complete the same day as it was initiated, no material (i.e. brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and/or limbs still attached may be left to complete over the subsequent two (2) days.
- (a) No cut elm material is to be left unattended at any time.
    - (i) If unattended elm logs are found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
    - (b) This fee may be deducted from any amounts owing to the Contractor by the City.
- E4.16 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimeters, as shown on Form B: Prices:
- (a) Class 1 – 0 cm to 19.9 cm;
  - (b) Class 2 – 20 cm to 39.9 cm;
  - (c) Class 3 – 40 cm to 59.9 cm;
  - (d) Class 4 – 60 to 79.9 cm;
  - (e) Class 5 – 80 cm and greater
- E4.17 Measurement for payment shall be based on the Diameter at Breast Height (DBH) measured at 135 cm (4.5 ft) above ground level or above on trees with single trunks. On elms 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 (4.5 ft.) above ground level of the largest trunk plus  $\frac{1}{2}$  the DBH of each subsequent trunk; 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
- E4.17.1 Where multiple elm trunks are joined aboveground at any height, they are to be considered one (1) multi-stem elm tree.
- E4.18 Trees on a slope are to be measured from the up-hill side.
- E5. LOCATION AND SCHEDULE OF WORK**
- E5.1 All Work under this Contract shall be assigned by supplying the Contractor with a series of Work Orders with Site locations.
- E5.2 The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and/or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.
- E5.3 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.
- E5.4 The Contractor shall begin the Work assigned on a Work Order on site no more than ten (10) Working Days of issue date of the Work Order.

- E5.5 The Contractor shall complete all of the Work assigned on the Work Order with in seventeen (17) Working Days of the issue date of the Work Order.
- (a) Saturdays, Sundays, and Statutory holidays shall not be counted as Working Days unless the Contractor completed work for this contract on those days (reference after hours, D18).
- E5.6 The previewed site locations are expected to be scheduled in two major blocks of work.
- (a) Date of award until approximately May 31<sup>st</sup>, 2024 for the initial term of the Contract and April 30<sup>th</sup> for each extension term (i.e. DED trees tagged during the previous calendar year).
    - (i) All Work previewed prior to May 5<sup>th</sup>, 2024 for the initial term of the Contract and April 5<sup>th</sup> for each extension term will be added to a work order on or before this date.
  - (b) Approximately the 3<sup>rd</sup> Monday in July until the 2<sup>nd</sup> Friday in December (i.e. December 8<sup>th</sup>, 2023) of each extension year (i.e. DED trees tagged during the current calendar year).
  - (c) Any previewed trees may be excluded from any work order at the discretion of the Contract Administrator.
  - (d) The Contractor is advised to ground-truth all work sites as previews are received so they can be scouted for potential factors that may contribute to the degree of difficulty of the Work at that site. Factors to consider include but are not limited to proximity to hydro / wires, proximity to structures, vehicle access, slope and terrain, and homeowner's scheduling requests.

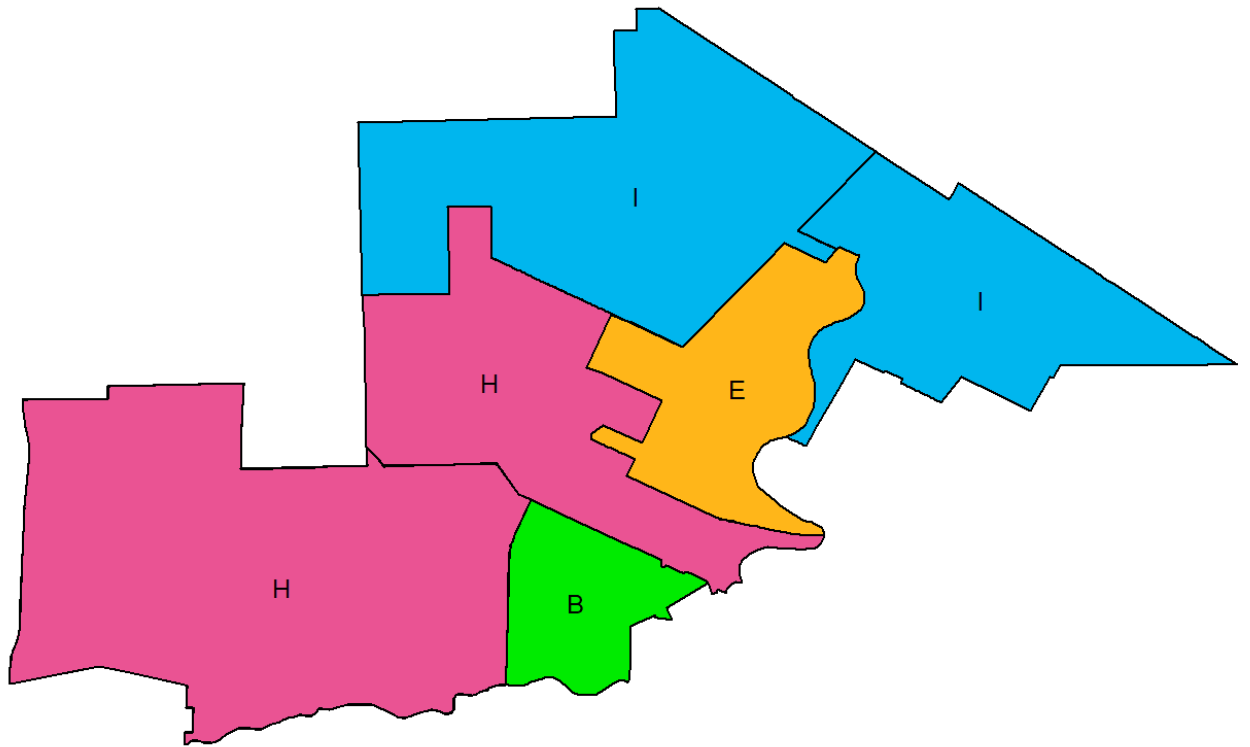
## **E6. COMPLETION OF WORK**

- E6.1 The Contractor shall complete the Work in accordance with the schedule described in E5.
- E6.2 If a Work Order is not completed in accordance with D16, D19, E3, E4, and E5.6, Liquidated Damages shall apply in accordance with D20.

## **E7. SITE LOCATIONS**

- E7.1 The Contractor is advised that the Work Site locations shown in E7.2, E8, and Appendix 1 may not identify the exact area requiring service. The Contractor shall be advised of the exact Work Site Locations in the required sequence via Work Orders from the Contact Administrator. All Work on the Site shall be completed prior to any further Work being given, at the discretion of the Contract Administrator.
- E7.2 The Section listed below is based on 2022 Electoral Ward boundaries:
- (a) Section B: Daniel McIntyre
  - (b) Section E: Mynarski
  - (c) Section H: Point Douglas & St. James
  - (d) Section I: North Kildonan & Old Kildonan

**E8. SECTION MAP**



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) Police service having jurisdiction at their place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.