

THE CITY OF WINNIPEG

TENDER

TENDER NO. 535-2026

PROVISION OF ASH TREE REMOVAL, TREE PLANTING AND MAINTENANCE SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Ash Tree Removal, Tree Planting and Maintenance Services

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 16, 2026

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for 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.

B3.3 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 their Bid or the performance of the Work.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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.

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 D4.

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.

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 B9.2B9.2.

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 its 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 identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.1.2 Prices on Form B: Prices shall include:

(a) Tree shipping and tarp return shipping must be included in the tree planting and maintenance cost;

(b) 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;

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

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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) N/A

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, Purchasing Division website at https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

(a) have successfully carried out work similar in nature, scope and value to the Work; and

(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;

(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 B14 and D6).

(e) provide, upon request of the Contract Administrator, proof of qualification to practice arboriculture in Manitoba in the form of one of the following for the planting operations site supervisor and all employees pruning or removing trees or using chainsaws during the course of the contract.

(i) proof of International Society of Arboriculture (ISA) Certification that is current and in good standing; or

(ii) copies of previously issued Manitoba Arborist Licences valid after October 1, 2017; or

(iii) proof of successful completion of the University of Manitoba Arborist Training Course before July 1, 2019.

(iv) Ground personnel who are not performing tree removals and/or who are not using chainsaws do not require arborist licenses or certification.

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 at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available https://accessibilitymb.ca/resources-events-and-training/online-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 five (5) 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 Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at 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.

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 executed and the contract security 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) Total Bid Price ;

(d) economic analysis of any approved alternative pursuant to B7;

B17.2 Further to B17.1(a)B17.1, 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 Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4B17.4 will prevail over the Total Bid Price entered in MERX.

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

B18. AWARD OF CONTRACT

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

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2 the City will have no obligation to award a Contract where:

(a) the prices exceed the available City funds for the Work;

(b) the prices are materially in excess of the prices received for similar work in the past;

(c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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 qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

B18.4 Further to Paragraph 6 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 the Combined Provision of Goods and Services* (2020-01-31) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at 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 the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and 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 tree removal and the supply, installation, and maintenance of trees for the period from the date of award until December 11*, 2026,* 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 1 year of anniversary of the date of award of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

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

(a) Tree removal services of specified publicly owned ash trees (*Fraxinus spp.)* throughout the City, with any one of more of the following conditions:

(i) Ash trees growing on street right of ways, in parks, or in greenspaces;

(ii) Ash trees that are dead, dying, or in general decline;

(iii) Ash trees that are, or at risk of being infested with emerald ash borer (EAB);

(b) Stump removal services;

(c) Supply and storage of balled and burlap trees;

(d) Transport of trees to each planting site;

(e) Tree planting and maintenance services shall apply exclusively to locations where ash tree removal services were previously executed under this Contract for the purpose of EAB management.

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

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

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their 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, may 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) kilometers 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 and/or services;

(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 their contract; and

(d) any additional delivery charge identified and accepted in accordance with clause 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) **"Adventitious Root"** means tree roots that form from any non-root tissue and are produced in response to stress conditions, such as incorrect planting depth.

(b) **"ANSI"** means American National Standards Institute.

(c) **"B&B Tree"** means balled and burlap trees established in the ground that have been harvested by digging with a soil ball so that the soil within the ball remains undisturbed, the root ball is bound in burlap and a wire basket.

(d) **"Caliper"** a unit of measurement for tree trunk diameter.

(i) For trees up to 100mm caliper measured at 15cm above ground level.

(e) **"DBH"** means diameter at breast height, which is the diameter of the tree trunk as measured at 1.37 meters above ground level.

(f) **"Dead Tree"** means a tree deemed to have less then 10% live tissue, as determined by the Contract Administrator or Designate. Live tissue is a twig tissue that is green and flexible with live buds.

(g) **"EAB"** means Emerald Ash Borer.

(h) **"Forest Threat"** means an insect, disease, organism, or other thing injurious to trees and designated as a forest threat by the minister as per subsection 3(1) in the Manitoba Forest Health Protection Act.

(i) **"Large Shade Tree"** is a deciduous tree with a broad canopy that provides significant shade. These trees typically reach 15 meters in height or more at maturity.

(j) **"Medium Tree"** a tree that typically reaches between 9-15 meters in height at maturity.

(k) **"Root Flare"** means the area at the base of the plant's stem of trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk. This is the part of the tree's original root system and is not an adventitious root.

(l) **"Small Tree"** a tree that typically reaches less than 9 meters in height at maturity.

(m) **"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;

(n) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

(o) **"Warranty Tree"** means a tree that is still within the warranty period and planted as part of a Work Order under this Contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Suzie Dyck
Forestry Technician II

Telephone No. 204-986-3454
Email Address. suziedyck@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 C6.21, 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. SUPPLIER CODE OF CONDUCT

D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: https://www.winnipeg.ca/media/4891

D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D8.4 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, Manitoba Telephone System and SHAW.

D9. UNFAIR LABOUR PRACTICES

D9.1 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 conventions as ratified by Canada.

D9.2 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.

D9.3 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.).

D9.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C16.

D9.5 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.

D9.5.1 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.

D9.5.2 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.

D9.5.3 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

D10. AUTHORITY TO CARRY ON BUSINESS

D10.1 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.

D11. SAFE WORK PLAN

D11.1 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.

D11.2 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/Safety/default.stm

D11.3 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.

D12. SAFETY ORIENTATION FORM

D12.1 The Contractor shall complete Form M: Safety Checklist 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.

D12.2 Meeting date and time will be established by the Contract Administrator.

(a) Notwithstanding Form M:

(i) All Manitoba Provincial and Federal Regulations pertaining to construction work 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.

D13. INSURANCE

D13.1 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;

D13.2 Deductibles shall be borne by the Contractor.

D13.3 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.

D13.4 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.

D14. CONTRACT SECURITY

D14.1 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; and

(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.

D14.1.2 Bonds are available at:

(a) Performance Bond https://www.winnipeg.ca//media/4928/

(i) Performance Bond – Schedule A - Form of Notice https://www.winnipeg.ca/media/4831/

(ii) Performance Bond – Schedule B – Surety’s Acknowledgement https://www.winnipeg.ca/media/4832/

(iii) Performance Bond – Schedule C – Surety’s Position https://www.winnipeg.ca/media/4833/

(b) Irrevocable Standby Letter of Credit https://www.winnipeg.ca//media/4931/

D14.1.3 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.

D14.1.4 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 D13.1.4(b).

D14.1.5 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.

D14.1.6 Digital bonds passing the verification process will be treated as original and authentic.

D14.1.7 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.

D14.2 The Contractor shall provide the Contract Administrator identified in D4 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.

D15. SUBCONTRACTOR LIST

D15.1 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.

D15.2 If, during 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 at the sole discretion of the Contract Administrator.

(a) Any Subcontractors requested to ne 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 Contract shall submit all qualifying documents for the proposed Subcontractor at least five (5) Business Days before the Subcontractor begins any work on the Contract.

D16. EQUIPMENT LIST

D16.1 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.

D16.2 The Contractor shall have available and in good working condition for the duration of the contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the work.

D16.3 A valid Manitoba Vehicle Inspection Certificate shall be required for all applicable vehicles used in the Contract with a Valid Manitoba Government Inspection (MGI) sticker in clear display on the vehicle.

D16.4 A valid annual Aerial Boom Inspection Certificate and Non-Destruct Test from a qualified facility shall be required for all aerial lift devices to be used in the Contract.

D16.5 A valid Dielectric Testing Certificate from a qualified facility shall be required for all aerial lift devices to be used in the Contract.

(a) 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 at the sole discretion of the Contract Administrator to approve or not.

(i) 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.

D16.6 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

D17. COMMENCEMENT

D17.1 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.

D17.2 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 C6.18;
(iii) the safe work plan specified in D10;
(iv) the safety checklist specified in D11;
(v) evidence of the insurance specified in D12;
(vi) the contract security specified in D13;
(vii) the Subcontractor list specified in, including documentation specified in D14;
(viii) the equipment list specified in D15;
(ix) the direct deposit application form specified in D39; and

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

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 confirm 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. WORKING DAYS

D19.1 Further to C1.1(uu), 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.

D19.2 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.

D19.3 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.

D19.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D20. CRITICAL STAGES

D20.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) All assigned planting projects must be completed by November 11, of each respective year.

(b) Work on each Tree Removal Work Order shall commence within ten (10) Working Days of the date of the Work Order from the issuance date (i.e. "Start Date" listed for that Work Order), and completed within ten (10) Working Days of the "Start Date" for that Work Order (i.e. "Deadline Date" listed on the Work Order).

D20.2 Work shall be completed in accordance with PART E - Specifications.

D21. TOTAL PERFORMANCE

D21.1 The Contractor shall achieve Total Performance of assigned tree removals by the second Friday in December, of each respective year.

D21.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D21.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D22. LIQUIDATED DAMAGES

D22.1 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) Assigned Planting Projects – Five hundred dollars ($500) per project;

(b) Work Order Deadline – Five hundred dollars ($500) per Work Order; and;

(c) Total Performance – One thousand dollars ($1000).

D22.2 The amounts specified for liquidated damages in D21.1 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.

D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D23.1 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.

D23.2 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.

D23.3 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 ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D23.4 For any delay related 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 D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D23.5 The Work schedule, including the durations identified in D22 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D23.6 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

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D25.1 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.

D26. EMPLOYEE BEHAVIOUR AND SUPERVISION

D26.1 The Contractor shall provide adequate supervision of its employees, including subcontractors, so as to ensure that all such employees conduct themselves in a professional manner toward City staff and the public and shall without exception:

(a) conduct the work, including written and verbal communications on or off the work site, in a respectful manner free of harassment or discrimination;

(b) notify the Contract Administrator or designate of any escalated concerns as they arise and seek assistance to resolve conflicts when necessary;

(c) do not smoke within a City facility (i.e.: Work site);

(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 by unauthorized persons; and

(h) follow a basic dress code to include, at a minimum, shirts with sleeves and ankle-length pants (e.g.: no sleeveless tops or shorts)

(i) Notwithstanding (g), all Contractor employees must wear Personal Protective Equipment as per Form M at all times while within the Work Site.

D27. PLANT AND MATERIALS

D27.1 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D28. SAFETY

D28.1 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.

D28.2 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.

D28.3 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 (PPE) and other requirements listed on Safety Form M are met at all times.

D29. PUBLIC SAFETY/TRAFFIC CONTROL

D29.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site https://legacy.winnipeg.ca/publicworks/transportation/pdf/2022_Rev1_ManualOfTemporaryTrafficControl.pdf

D29.2 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.

(i) 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.

D30. TEMPORARY PARKING REMOVAL

D30.1 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, for enforcement purposes.

D30.2 Signage Requirements:

(a) Parking removal signs must be RB-55 or RB-57 signs with orange "Temporary" tabs directly below.

(b) RB-55



RB-57



(c) No Parking Signs must be labeled on the reverse side with the Contractor's company name and contact information.

(d) Day and Time Range on sign must encompass the days and times when Contract Work is taking place.

(e) All signs in use at Work site must display the same day and time information.

(f) All signs in use at Work site must be uniform with each other.

(g) Other No Parking signs, such as homemade signs or signs taken from other Contractors or City worksites, may not be used at any time.

D30.3 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.

D30.4 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.

D30.5 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.

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 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D31.1.3 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 structures 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 he/she shall be responsible for all damage resulting from his / her 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 his / her Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at his / her own expense, to the satisfaction of the Contract Administrator.

(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, such as parks.

(c) If the Contractor's operations result in damage to sidewalks, streets including asphalt patching, curbs or any other features or assets 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.

(d) In cases where activities undertaken as part of the Work results in damage to any above-ground parts of the tree or the roots that is determined by the Contractor Administrator or designate to jeopardize the longevity/structural integrity of the tree, or that which results in an irreparable public safety risk, compensation requirements will apply for the appraised value for affected tree(s).

(e) Compensation for trees 10 cm DBH and less, shall be determined by the Urban Forestry's Branch current cost of replacement (for the same or similar tree species).

(f) Compensation for trees greater than 10 cm DBH, shall be determined by using the method descried in the latest edition of "The Guide for Plant Appraisals" by the Council of Tree and Landscape Appraisers.

(g) Financial compensation shall be paid to the City of Winnipeg Urban Forestry Branch and submitted to 1539 Waverley Street, R3T 4V7 and may be deducted from any amounts owing to the Contractor by the City

D33. ACCESS TO "CITY" PROPERTY

D33.1 Further to C16, in the event that a Work location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him / her move the

vehicle(s) or resume the service in the next accessible location. Once the said location becomes available, the Contractor shall return, to complete the original Work requirements.

D34. INSPECTION

D34.1 Further to C11, before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

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 work completed;

(b) Document any corrective actions needed by the Contractor for the work to be accepted as complete;

(c) Confirm number of trees planted or removed;

(d) Inspect for final acceptance of services received based on invoice;

(e) Re-inspect for final acceptance of services invoiced by Contractor. If services are in a deficient state, the a re-inspection fee of one hundred dollars ($100.00) will be charged for each reinspection 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.

D35.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D35.3 The City shall have the right to take possession of and use any of the Contractor’s material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D35.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D34.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D36. WORK ORDERS

D36.1 The Contractor shall provide an email address at which orders for service may be placed.

D37. RECORDS

D37.1 The Contractor shall keep detailed records of the goods and 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) delivery date(s); and

(d) description and quantity of goods supplied.

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.

D37.4 The Contractor will be required to track all maintenance service activities performed as per E8 on each tree and provide a copy of these records to the Contract Administrator or designate, weekly, as proof of Work. The tracking will consist of:

(a) Tree Identification number, provided by the Contract Administrator or designate;

(b) Date for Maintenance services completed

(c) Description of Maintenance Services completed

(d) The Contractor may be required to track Maintenance services performed on each tree by using the City of Winnipeg mobile watering application by using the Contractor's mobile phone.

D37.5 The Contractor shall keep track of any trees receiving Maintenance Services that appear dead and report this information to the Contract Administrator as a list of locations by the end of the next Working day.

D38. WINNIPEG CLIMATE ACTION AND ANNUAL FUEL REPORTING

D38.1 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).

D38.2 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).

D38.3 Any other information requested by the Contract Administrator.

D38.4 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:

(a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: https://www.winnipeg.ca/finance/corporate-accounts-payable.stm; and

(b) should copy the Contract Administrator on submission of its invoice.

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.

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, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.3, in which case it shall expire when provided for thereunder.

D42.2 The Contractor shall at their expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease, and damage due to improper handling, installation and maintenance.

D42.3 The Contractor will not be responsible for replacement of a tree damaged by vandalism or reasons beyond the control of the Contractor.

D42.4 The Contract Administrator reserves the right to request a replacement tree if at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the tree or if the tree has died.

D42.5 Replacements:

(a) During the Maintenance and Warranty period, the Contractor shall remove from Site any tree that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per D41.

(b) The Contractor shall notify that Contract Administrator of any tree that has died or is in poor condition.

(c) All costs of all tree replacements shall be borne solely by the Contractor. Exceptions are listed in D41.3.

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 D42.

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 the 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 D42.4.3, 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D44. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D44.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:

(a) occurs after the Submission Deadline;

(b) applies to Material; and

(c) affects the cost of that Material to the Contractor.

D44.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to

provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

THIRD PARTY AGREEMENTS

D45. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D45.1 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.

D45.2 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.

D45.3 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.

D45.4 Modified Insurance Requirements

D45.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D45.4.2 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.

D45.4.3 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.

D45.4.4 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.

D45.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D45.5 Indemnification By Contractor

D45.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and 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.

D45.5.2 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.

D45.6 Records Retention and Audits

D45.6.1 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.

D45.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and 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.

D45.7 Other Obligations

D45.7.1 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.

D45.7.2 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.

D45.7.3 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.

D45.7.4 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.

D45.7.5 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.

D45.7.6 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 D14)

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 calle
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 whic
sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors an
assigns, jointly and severally, firmly by these presents.

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

TENDER NO. 535-2026

PROVISION OF TREE PLANTING, REMOVAL AND MAINTENANCE SERVICES

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

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

(a) carry out and perform the Contract and every part thereof in the manner and within the times set fort
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 Contrac
and
(e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, an
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 performanc
or non-performance of the Contract or any part thereof during the term of the Contract and the warrant
period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Suret
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 o
any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release o
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:

_____
(Name of Principal)

_____
(Witness as to Principal if no seal)

Per: _____ (Seal)

Per: _____

_____
(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

Form H2: Irrevocable Standby Letter of Credit
(CONTRACT SECURITY)
(See D14)

_____
(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 535-2026

PROVISION OF TREE PLANTING, REMOVAL AND MAINTENANCE SERVICES

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

_____ ,
(Name of Contractor)

_____
(Address of Contractor)

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

_____

_____ Canadian dollars.

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

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

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)

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FORM J: SUBCONTRACTOR LIST

(See D15)

PROVISION OF ASH TREE REMOVAL, TREE PLANTING AND MAINTENANCE SERVICES

Name	Address

FORM K: EQUIPMENT
(See D16)

PROVISION OF ASH TREE REMOVAL, TREE PLANTING AND MAINTENANCE SERVICES

1. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

2. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

3. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

Template Version: Goods-Services-Combined 2025 01 01

FORM K: EQUIPMENT
(See D16)

PROVISION OF ASH TREE REMOVAL, TREE PLANTING AND MAINTENANCE SERVICES

4. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

5. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

6. Category/type:

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

FORM M: SAFETY CHECKLIST

REPRESENTATIVES FROM THE URBAN FORESTRY BRANCH AND THE PERFORMING CONTRACTOR FOR THE CITY OF WINNIPEG'S PROVISION OF NEIGHBOURHOOD PRUNING AND REMOVAL OF 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				
WORK BOOTS	X		X		GRADE 2, STEEL TOE OR FORESTRY RATED
EYE PROTECTION	X		X		SAFETY GLASSES AND FACE SHIELD REQUIRED FOR CHIPPER OPERATION STAFF WHO WEAR PRESCRIPTION GLASSES MUST BE PROVIDED WITH OVER THE GLASSES EYE PROTECTION OR WITH PRESCRIPTION SAFETY GLASSES.
HEARING PROTECTION	X		X		
CHAINSAW PANTS	X		X		
WORK CLOTHING	X				AND AS OUTLINED IN D25.1(H)
TRAFFIC CONTROL	X				
FIRST AID	X				
FALL ARREST	X				
WORK CLEARANCE REQUEST	X				APPLICATION TO OPERATE ADJACENT TO OVERHEAD POWER LINES

MH-X1371					
SPILL RESPONSE KITS			X		APPROVED KIT AT EACH WORK SITE
LIMITS OF APPROACH			X		AS OUTLINED IN TENDER
INSULATED AERIAL LIFT DEVICES			X		AS OUTLINED IN TENDER
W210 REGULATIONS	X				RESPONSIBILITIES OF PRIME CONTRACTOR
PERSONAL INJURIES	X		X		ALL INJURIES MUST BE REPORTED IMMEDIATELY TO THE CONTRACT ADMINISTRATOR
PROPERTY DAMAGE			X		PROPERTY DAMAGE MUST 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 supply, transport, plant, maintain, and remove trees in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Trees shall be supplied in accordance with E3

E2.3 Item No. 2 – Trees shall be shipped and stored in accordance with E3

E2.4 Item No. 3 – Balled and burlap tree planting shall be done in accordance with E5

E2.5 Item No. 7 – Enhanced tree protection shall be done in accordance with E6

E2.6 Item No. 4 – Trees shall be maintained in accordance with E6

E2.7 Item No. 5 – Tree removal services shall be completed in accordance with E7

E2.8 Item No. 6 – Stump grinding shall be completed in accordance with E8

E3. SUPPLY AND PREPLANTING OF TREES

E3.1 Supply of Trees

E3.1.1 The contractor shall be responsible for supplying trees.

E3.1.2 All nursery stock supplied shall be from a Canadian prairie nursery grown root or seed stock. Quality shall be in accordance with *Canadian Nursery Stock Standard.*

(a) Only trees that have been grown in an Agriculture Canada Plant Hardiness Zone designation of 2(a or b) or 3 (a or b) and within an 850-kilometer radius of Winnipeg, will be accepted. Trees that have been grown in plant hardiness zones 1 and 4 or greater will be rejected.

E3.1.3 Trees supplied shall be only of the species noted in *Acceptable Tree Species for Boulevard Planting.* Plant material which does not have the caliper or root ball diameter specified will be rejected.

(a) Substitutions in species from the *Acceptable Tree Species for Boulevard Planting* list are subject to approval by the Contract Administrator.

(b) Tree orders shall include no more than 25% of any one genus of tree.

(i) Deviations from this are subject to the approval by the Contract Administrator.

(ii) The Contractor shall submit the proposed tree order to the Contract Administrator for final approval.

E3.1.4 Trees supplied by the contractor shall be:

(a) 80% Large Shade Trees.

(b) 20% Medium and/or Small Trees.

(c) Deciduous tree caliper shall be 50-69mm

(d) Evergreen (coniferous) tree height shall be 1.5-2 meters.

E3.1.5 All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from the branch tip.

E3.1.6 Where trees are measured by caliper, reference is made to the diameter of the trunk measured 150mm above ground as the tree stands in the nursery.

E3.1.7 All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks, and other abrasion or scar to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.

E3.1.8 All trees shall have only one, sturdy, reasonably straight and vertical trunk and a well-balanced crown with fully developed leader. All evergreens shall be symmetrically grown and branched from ground level up.

E3.1.9 At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.

E3.1.10 Nomenclature of specified nursery stock shall confirm to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Hortus Third. The names and varieties not named therein are generally in conformity with the names accepted in the nursery trades.

E3.1.11 The Contractor shall provide a list of the trees ordered, prior to planting, to the Contract Administrator so that the Contract Administrator, or designate, can prepare tree planting Work Orders.

E3.2 Transport and Storage

E3.2.1 The Contractor shall be responsible for transporting and storing trees.

E3.2.2 Trees shall be transported with care taken to prevent damage.

(a) Protect trees against abrasion, mechanical damage to branches and trunks, and against exposure and extreme temperature change during transit;

(b) The Contractor shall not transport trees on any route with a speed limit of 100kmph or higher unless the trees are covered or are not in leaf;

(c) Avoid binding of trees with rope or wire that would damage bar, break branches or destroy nature shape of tree;

E3.2.3 Trees with broken or damaged trunks or branches are not acceptable. Trees with damaged trunks, however caused, will be rejected. No exceptions shall be made in this respect.

E3.2.4 All trees shall be planted within 24 hours of arriving on the Work Site.

(a) Trees that cannot be planted immediately upon arrival at the Work Site shall be well protected against damage and drying out; if necessary, trees shall be stored in a shaded area and watered well.

(b) Other means of temporary storage of the trees will be considered for approval by the Contract Administrator. Any alternative to the requirements and procedures described herein may only be adopted by the Contractor if it is approved by the Contract Administrator in writing. Facility inspection by the Contract Administrator may be required.

E3.2.5 Trees that are not handled in the manner specified will be rejected and replaced as per D41.

E3.2.6 The Contract Administrator reserves the right to inspect the trees at their storage location, and to instruct the Contractor on root and branch pruning requirements.

E3.2.7 All trees supplied by the Contractor under these Specifications shall be subject to random inspection and testing by the Contract Administrator.

(a) The Contractor Administrator may reject any material(s) that do not comply with this specification.

(b) There shall be no charge to the City for any material samples taken for testing by the Contract Administrator.

E4. PLANTING LOCATIONS AND CLEARANCES

E4.1 The Contractor will be supplied with Work Orders from the Contract Administrator or designate stating the Work Site locations for planting of trees and specifying a tree species to be planted for each Site.

(a) The Contractor shall obtain all necessary utility clearances prior to the commencement of planting and in a timely manner so as not to jeopardize the schedule of the complete tree planting operation;

(b) The Contractor is to comply with the instructions on the utility clearance sheets;

(c) Trees are not to be planted directly above underground utilities, unless hydro-excavation techniques are used;

(d) Where a specified planting site conflicts with underground utilities, the Contractor may modify the precise location in compliance with the utility clearances and the minimum distance guidelines for the following:

(i) Railway Crossings: fifteen (15) meters;

(ii) Intersections: six (6) metres;

(iii) Light standards, hydro poles, hydrants, manholes and sewer grates: three (3) metres;

(iv) Private approaches: two (2) metres.

(e) Where a planting Site must be modified by more than one (1) metre, the Contractor must receive prior approval from the Contract Administrator or designate;

(f) The Contractor shall ensure boulevard trees must be kept in line with the existing tree alignment, except where otherwise indicated by the Contract Administrator or designate; and

(g) All Work on the site shall be completed prior to the commencement of any further Work being started.

E5. BALLED AND BURLAP TREE PLANTING

E5.1 The Contractor is expected to plant Balled and Burlap trees as follows:

(a) The planting hole shall be of correct depth so that the root flare is above grade to allow for settling.

(b) The required width for each planting hole is a minimum of 1.5 times the diameter of the rootball, or soil surrounding the upper 1/3 of the planting hole should be loosened to a width of 1.5 times the rootball diameter.

(i) The sides of the planting hole should be loose.

(c) No soil or roots are to be removed from the bottom of the root ball.

(d) All trees shall be set plumb and shall be placed in the centre of the planting hole.

(e) Trees shall be placed on undisturbed or tamped soil to minimize settling.

(f) Once the tree has been set in its final position, all twine or strapping shall be removed from the tree, and the wire basket and burlap should be removed entirely if possible.

(i) If complete removal of wire basket and burlap will cause damage to the tree, only the top thirty (30) centimeters measured from the root flare of the wire basket and burlap shall be removed.

(ii) Circling and kinked roots should be straightened or pruned.

(g) Each tree must be planted such that the original root flare is visible. Trees where the original root flare is not visible shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed.

(h) Backfill the planting hole with clean soil from the site and/or new soil.

(i) Backfill should be similar to the soil at the planting site

(ii) Stump grindings are never to be used as backfill for planting sites.

(i) Tamp soil around root system to eliminate air voids.

(j) Grade the area around the tree according to the slope.

(k) All planting areas shall be level and free of debris.

E5.2 The bottom of all excavations shall be protected against freezing.

(a) No excavations site shall be left open longer than twenty-four (24) hours in duration.

(b) Holes that are left open overnight must be covered with a sheet of plywood and be marked with a minimum of one (1) safety cone. Plywood shall be of a minimum thickness of 5/8” inch.

E5.3 Upon completion of the planting operation the Contractor shall:

(a) Install tree trunk protection around the base of each tree trunk, consisting of sliced weeping tile 100mm in diameter x 600mm length.

(b) Install stakes and straps as necessary or directed by Contract Administrator or designate

(i) Tree stakes must be either lodge poles (3”x8’) or metal (1”x 8’).

(ii) Strapping must be either 3/4" (2 cm) wide Arbor Tie or non-abrasive rubber ties.

(iii) Ties must be loose enough so the tree crown moves up to three times the trunk diameter in the wind, and taut enough that the trunk does not contact the stakes.

(c) Install mulch around each tree.

(i) Mulch shall be a clean bark or wood chip free of leaves, branches and other extraneous matter.

(ii) Mulch shall consist of chips not less than fifteen (15) mm nor larger than seventy-five (75) mm in size and not more than twenty (20) mm thick.

(iii) Mulch shall be to the depth of five (5) centimetres or two (2) inches to eight (8) centimeters or three (3) inches and must not be placed within eight (8) centimeters or three (3) inches of the trunk of the tree.

(iv) Define the edge of the mulched area to give a neat appearance.

(d) Apply water to the area in and around planting site in an adequate volume to keep the soil in and around the root ball moist, immediately after planting.

(e) Prune broken, dead or rubbing branches.

E5.4 All newly planted trees shall be maintained on a weekly basis between May and continuing through to November 11.

(a) Maintenance shall occur for the duration of the warranty period, as per E6.

(b) All costs to maintain trees planted as a part of this contract shall be borne by the Contractor and included in the overall bid price for tree planting.

E6. MAINTENANCE OF NEWLY PLANTED TREES

E6.1 All trees planted as part of the Work of this Contract shall be maintained for the duration of the Warranty period.

(a) From date planted until November 11th

(b) From May 1st until November 11th for two consecutive years after the year planted.

(i) Trees planted in 2027 shall be maintained until November 11th 2029,

(ii) Trees planted in 2028 shall be maintained until November 11th 2030,

(iii) Trees planted in 2029 shall be maintained until November 11th 2031.

(c) The trees must be watered adequately to keep the soil in and around the root ball moist.

(d) Each tree is to be watered once per week at a minimum.

E6.2 With the Contract Administrators or designates approval, adjustments may be made in watering frequency depending on soil type, drainage, tree species, and weekly amounts of rainfall.

E6.3 Watering of the trees shall be done as follows:

(a) Area in and around the planting hole shall be watered in a manner to allow time for the water to penetrate the soil to a depth of 30cm.

(b) Watering must be done slowly utilizing a low-pressure open flow nozzle to ensure that water does not run away from the root zone and so the top 30cm of the soil around the root system of the tree are well saturated.

(c) The water stream must not gouge out a hole in the soil or mulch.

E6.4 The Contractor shall provide a water supply, all costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.

(a) Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.

(b) Water from rivers and streams shall not be used without prior approval of the Contract Administrator.

(c) Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.

E6.5 Weed growth shall be removed by hand from in and around planting site along with stake installation/maintenance and wood chips topped up as directed.

E6.6 The Contractor shall check the stakes and ties periodically and adjust or replace them before bark is damaged.

E6.7 In October of the final year of maintenance, the Contractor shall perform a final maintenance service to each tree which includes:

(a) Removal of enhanced tree protection, stakes, strapping, trunk protection and any other plastic from trees

(b) Weeding as per E6.5.

(c) Watering as per E6.3.

E6.8 The Contractor will be required to keep detailed records of maintenance service activities performed as per D36.

E6.9 Enhanced Tree Protection

(a) Enhanced Tree Protection may be requested for newly planted trees. This enhanced protection is for high damage locations such as play parks or areas of high probability of deer or rabbit damage, as requested by the Contract Administrator or designate. Enhanced tree protection shall consist of:

(b) Wire mesh caging installed around the tree stakes to the height of the lowest branch, protruding wire ends must be twisted tight.

(c) Additional lengths of weeping tile to be installed on the tree to the first order of branching.

E7. TREE REMOVAL

E7.1 The Contractor shall remove and stump designated trees on an “as required" basis in accordance with the requirements hereinafter specified.

E7.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator or designate.

(a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order once completed.

(b) A preview list of locations is not to be considered a work order.

E7.3 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form B: Prices:

(a) Class 1 0 to 19.9 cm;

(b) Class 2 20.0 to 39.9 cm;

(c) Class 3 40.0 to 59.9 cm;

(d) Class 4 60.0 to 79.9 cm;

(e) Class 5 ≥ 80.0 cm;

E7.4 Measurement for payment shall be based on trunk diameter at breast height (DBH) measured at 135 cm above ground level or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:

(a) Where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;

(b) Where a single diameter measurement above is not possible then the total tree diameter will be based upon the DBH (measured at 135 cm above ground level) of the largest trunk plus ½ the DBH of each of subsequent trunks; situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.

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

(d) Trees on a slope are to be measured from the uphill side.

E7.5 The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.

E7.6 Once the removal process is initiated it shall be completed that same Working Day.

(a) The Contractor may request in writing to the Contract Administrator to defer stump removal to coincide with tree planting.

E8. STUMP REMOVAL

E8.1 All existing stumps located on the boulevard in front of a designated address for a tree planting, tree removal, or a site that is unsuitable for a replacement tree shall be removed and all labour, equipment and materials necessary for grinding of stumps, disposal of debris, and site restoration shall be provided by the Contractor.

(a) Stumps that exist above or below grade in the designated planting location shall be entirely grinded to twelve (12”) inches below grade.

(b) Immediately after each stump is grinded the debris must be removed and the surrounding site restored according to original condition / substrate.

(c) Appropriate underground clearances will be obtained by the contractor to do this work.

E8.2 The stumping to be performed will be determined on a per class basis measured across the face of the stump at its longest measurement not including the extension of surface roots. If there are any questions as to proper measurement, they must be discussed with the City's representative before grinding the stump:

(a) Class 1 – 10 to 29.9 cm;

(b) Class 2 – 30 to 49.9 cm;

(c) Class 3 – 50 to 69.9 cm;

(d) Class 4 – 70 to 89.9 cm;

(e) Class 5 – 90 cm and greater.

E8.3 Stump removal in hard surface areas shall be done to the following specifications:

(a) Remove tree grate and tree guard if present,

(i) Any tree grates removed must be placed adjacent to the tree planting site in a safe manner

(b) Stumps in existing tree wells and raised planters at a designated address shall be removed entirely and all labour, equipment and materials necessary for grinding of stumps, disposal of debris, and back filling of stump holes shall be provided by the Contractor. These costs shall be included in the bid price.

(i) All stump grindings and debris must be removed from the Work Site, including adjacent sidewalk, street and gutter immediately.

(a) Stump grindings can be left in the tree pit area and used as backfill if the site is receiving stump removal services only and no new tree is being planted.

(b) If a new tree is being planted, all stump grindings must be removed and only clean soil may be used as backfill.

(c) Backfill and tamp down the stump hole, ensuring the entire planting site is level with the sidewalk and curb to prevent tripping hazards.

(c) Replace tree grate.

(d) Any tree guards found on site are to be returned to the Contract Administrator or designate.

E9. DISPOSAL OF WASTE MATERIAL

E9.1 All waste material shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from accumulation of waste and debris. This shall include but not be limited to raking of all grass covered areas and sweeping of all hard-surfaced areas. Work shall not be attained until the Contractor has cleaned up the Sites and has removed all plant material, tools, equipment, waste, and debris.

E9.2 No cut ash wood material is to be left unattended at any time.

(a) If unattended ash wood material is found at the Contractor's work site, the Contractor will be required to pay a $500 fee per incident to the City.

(b) This fee may be deducted from any amounts owing to the Contractor by the City.

E9.3 Transportation of ash wood is regulated by the CFIA (Canadian Food Inspection Agency). The City of Winnipeg has been identified as a quarantine zone for the purpose of Emerald Ash Borer control. No ash material may be transported outside of the regulated area.

E9.4 Ash Wood Handling Procedures

(a) All ash wood material must be chipped on site.

(i) Alternatively, during the period from November 1 to April 30, the Contractor may request in writing to the Contract Administrator to transport ash wood material directly to a processing facility. All ash wood material transported to the processing facility must be process at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal or by May 1, whichever occurs first.

(b) Approved ash wood disposal sites include:

(i) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)

(ii) Summit Road Landfill Site, North of Optimist Park at 1600 Summit Road

(iii) Alternative wood disposal locations will be considered. Any disposal site not listed above must be applied for in writing and approved by the Contract Administrator.

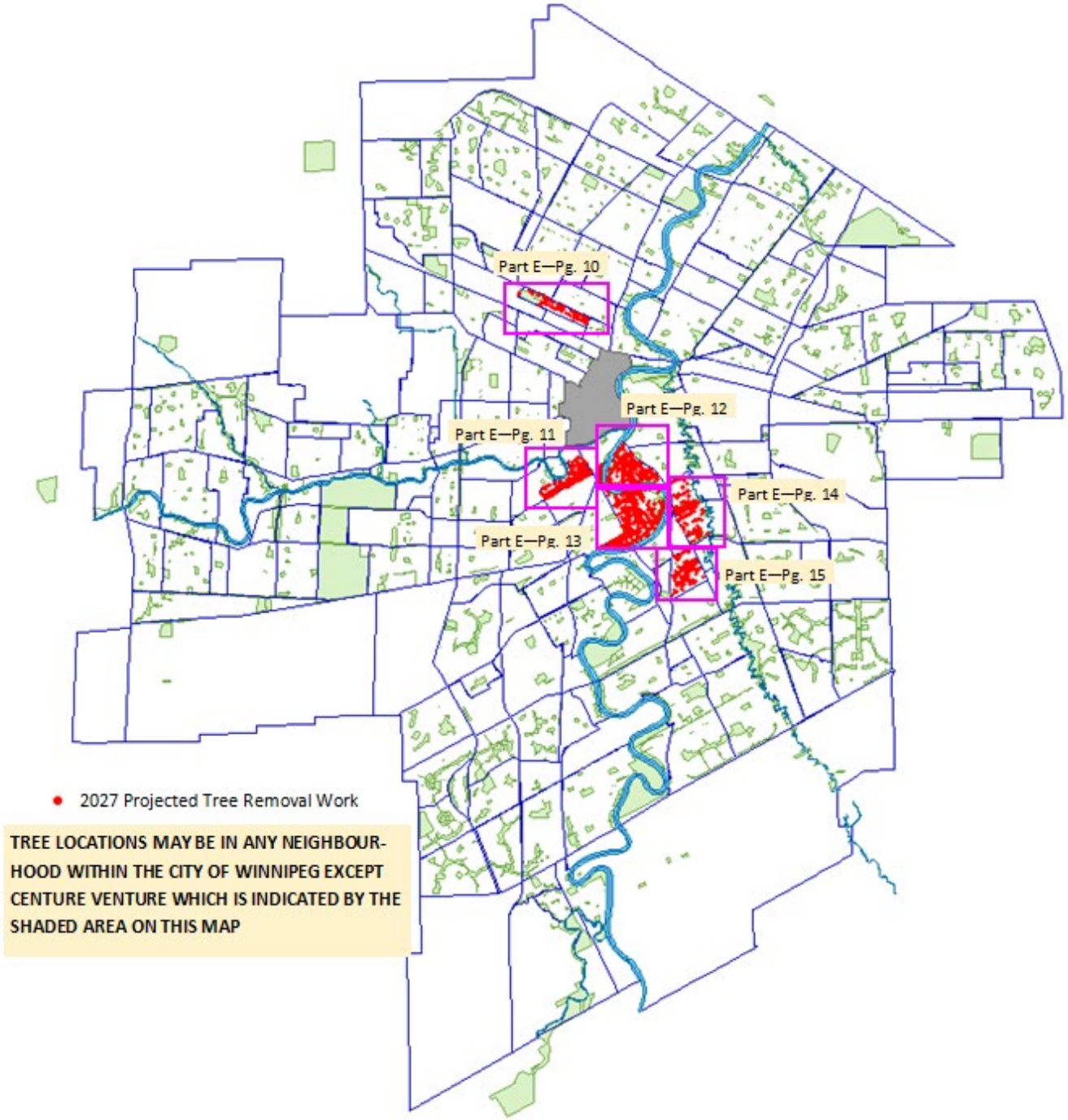
E9.5 The City reserves the right to inspect the Contractor's compound to ensure that no Forest Threats are being stored there for any length of time, in accordance with the Forest Health Protection Act.

E9.6 To verify proper disposal of materials to approved landfill site identified by the Contract Administrator, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received upon request.

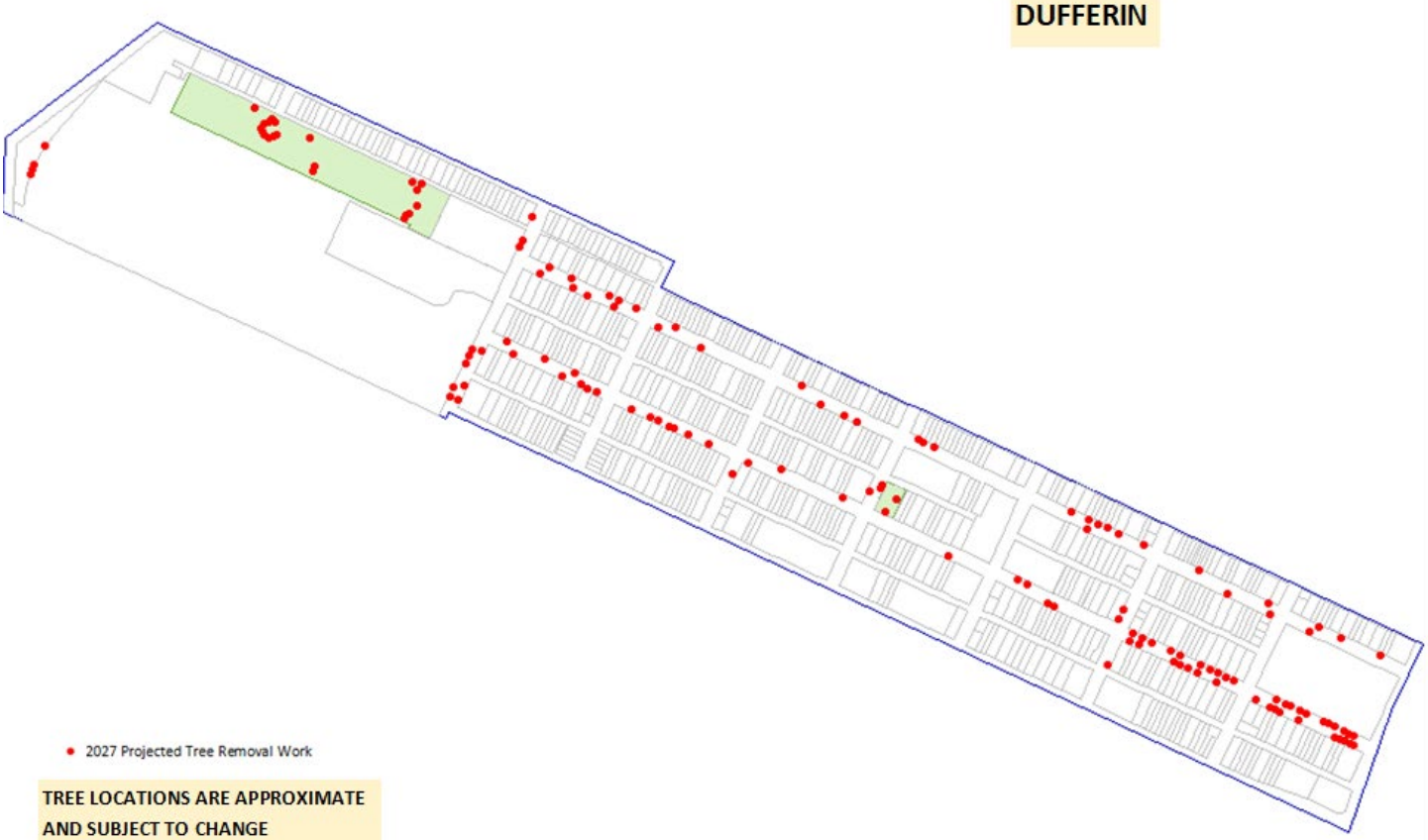
E10. AREA OF WORK

E10.1 The Contractor is advised that ash tree removal, planting and maintenance services may occur in any neighborhood within the City of Winnipeg, except Centre Venture which is represented by the grey shaded area on the map show in E11.

E11. MAP


Part E—Pg. 10
Part E—Pg. 12
Part E—Pg. 11
Part E—Pg. 14
Part E—Pg. 13
Part E—Pg. 15
2027 Projected Tree Removal Work
TREE LOCATIONS MAY BE IN ANY NEIGHBOUR-HOOD WITHIN THE CITY OF WINNIPEG EXCEPT CENTURE VENTURE WHICH IS INDICATED BY THE SHADED AREA ON THIS MAP

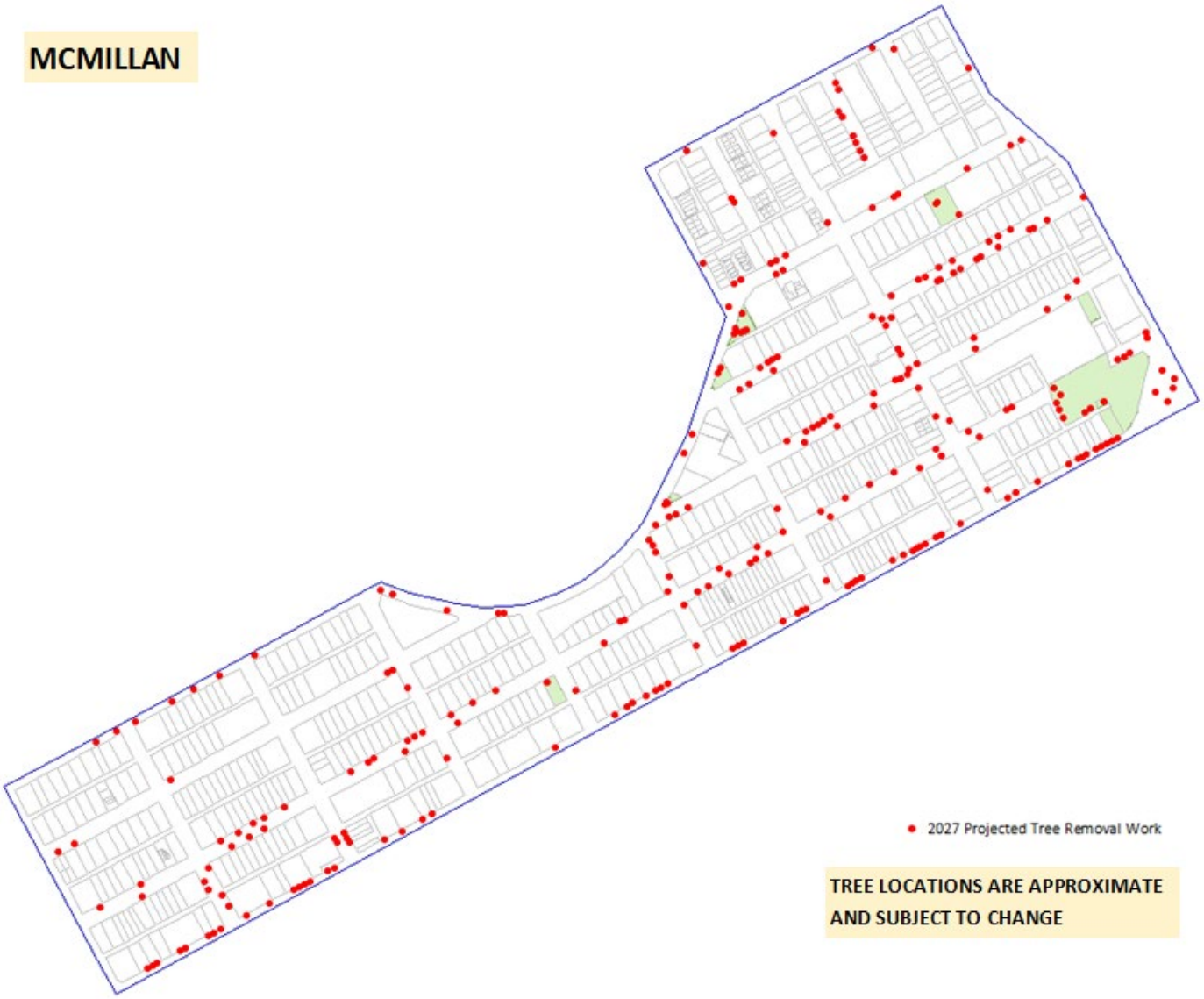
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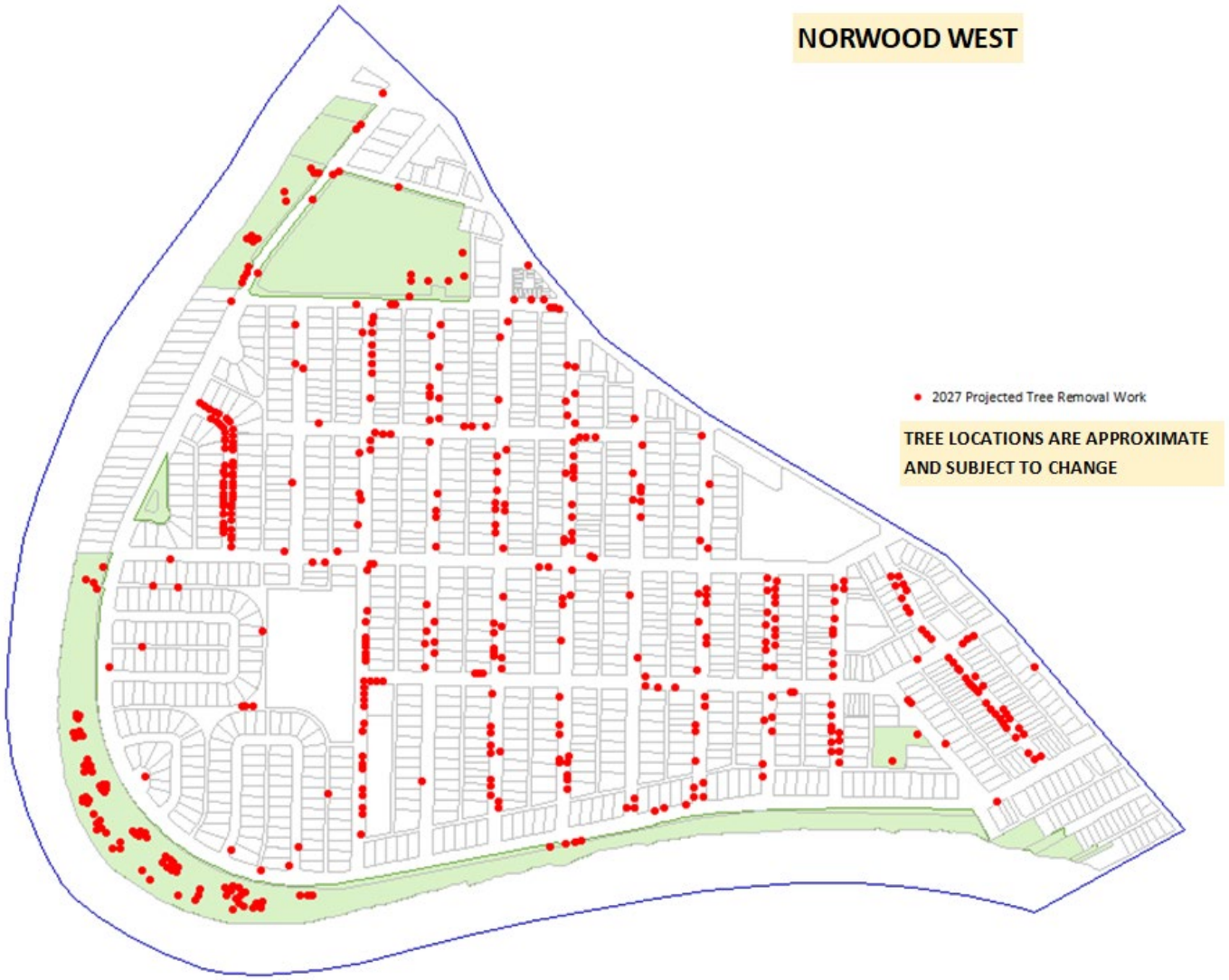
- 2027 Projected Tree Removal Work

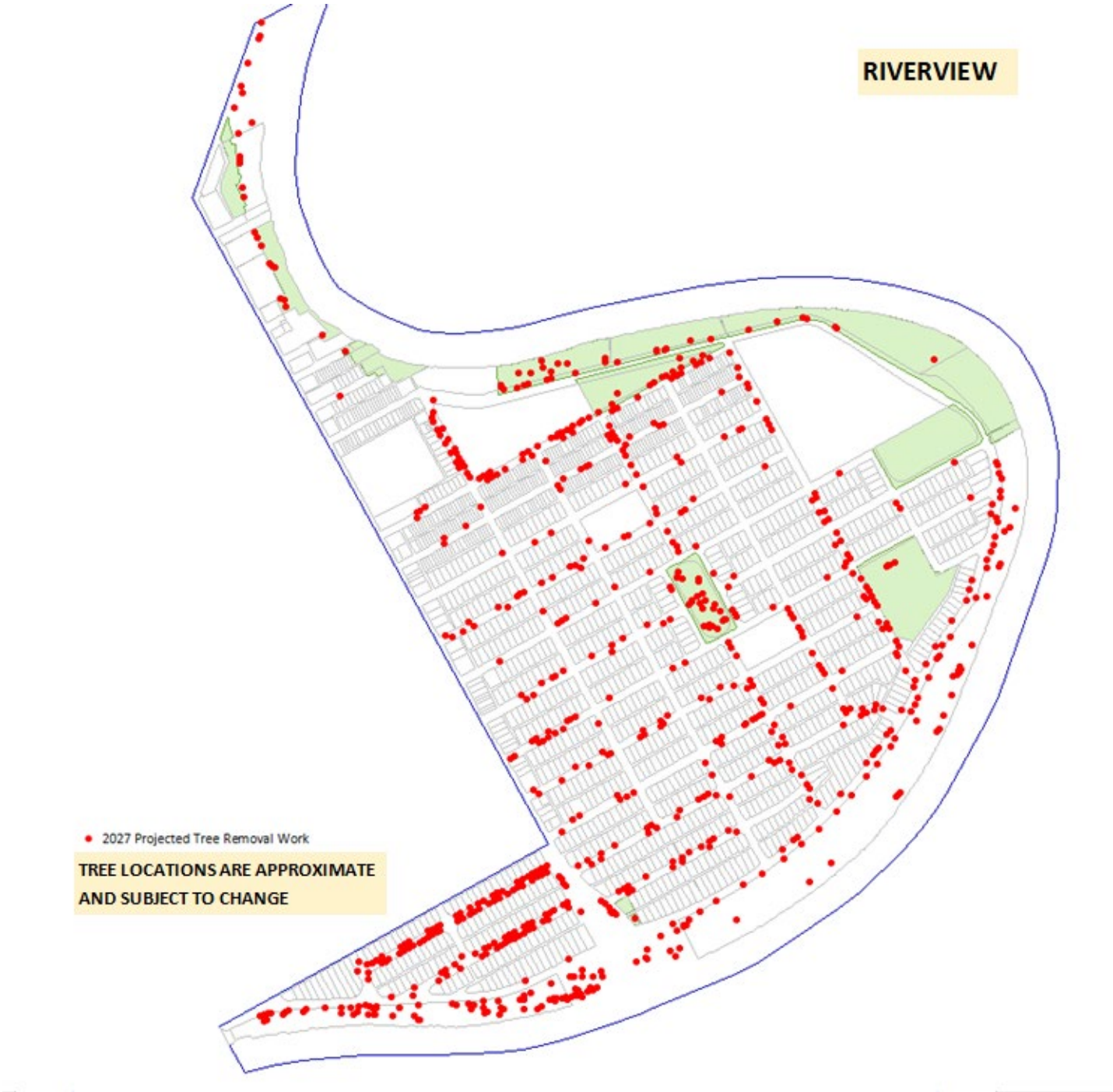
TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE

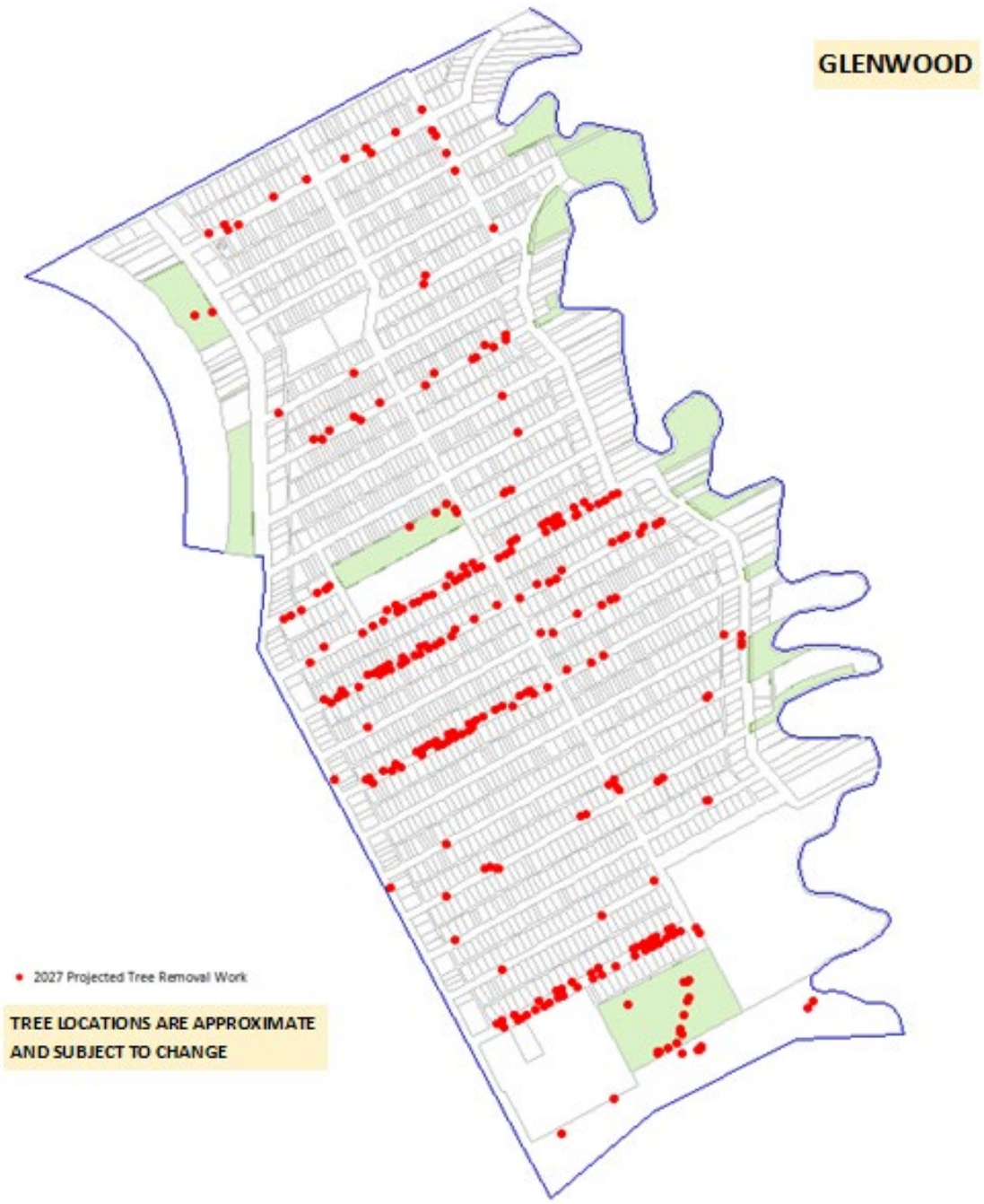
MCMILLAN

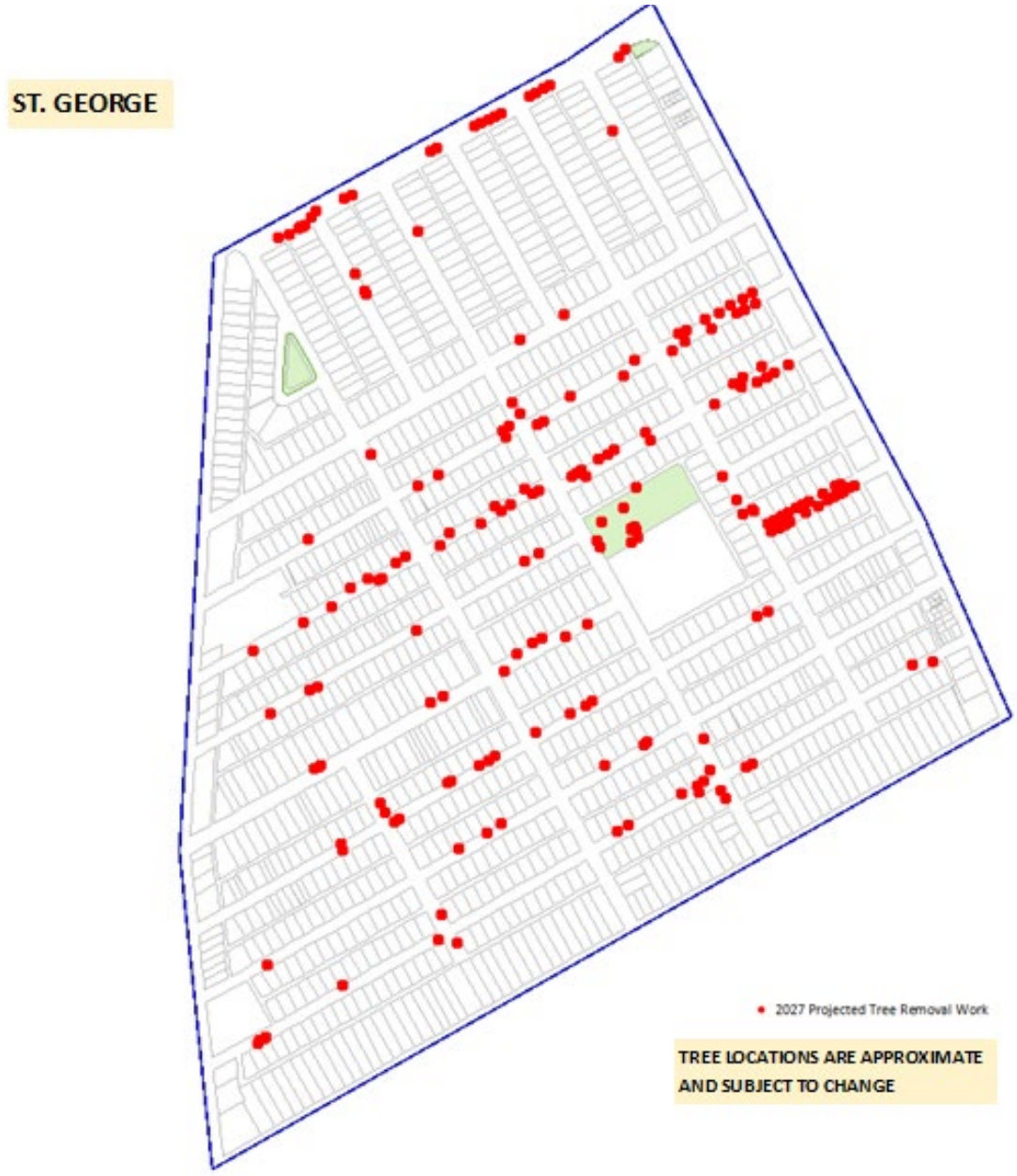


TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE


NORWOOD WEST
2027 Projected Tree Removal Work
TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE


RIVERVIEW
2027 Projected Tree Removal Work
TREE LOCATIONS ARE APPROXIMATE
AND SUBJECT TO CHANGE


GLENWOOD
2027 Projected Tree Removal Work
TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE


ST. GEORGE
2027 Projected Tree Removal Work
TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE