



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 15-2009

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TREE PRUNING AND REMOVAL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 25, 2009.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

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

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

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

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

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

B5. ADDENDA

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

B6. SUBSTITUTES

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

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

B7. BID SUBMISSION

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

B8. BID

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

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

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

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

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

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

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

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

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

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

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

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

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, the following:

- (a) proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor; and
- (b) the number of employees per week, multiplied by the number of trees to be pruned per employee per week, anticipated to perform the Work during the Contract.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

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

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

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

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

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

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

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

B14. EVALUATION OF BIDS

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

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

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other

irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

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

B15. AWARD OF CONTRACT

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of tree pruning and removal services for the period as follows:

D2.1.1 Contract Period: from Date of Award to December 31, 2009;

D2.1.2 Service Period: from Date of Award to December 18, 2009; and

D2.1.3 City's Final Inspection period: from December 19, 2009 to December 31, 2009

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

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

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2008.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Boulevard**" means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways of a divided highway, and includes grassed areas in parks, interchange areas and private property bordering a street line;
- (c) "**Mid-point**" means the halfway point of the Service Period.
- (d) "**Service Period**" means the period of time that the Contractor has to complete 100% of the Work of the Contract.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Kuta
Forestry Technician 2
Public Works Department
Urban Forestry Branch
1539 Waverley Street
Winnipeg, Manitoba R3T 4V7

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

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. SAFETY ORIENTATION FORM

D9.1 The Contractor shall complete Form M: Tree Pruning and Removal Safety Orientation Form and provide it to the Contract Administrator at least five (5) Business Days prior to the commencement of any Work on the Site. This form will be provided to the Contractor by the Contract Administrator at the pre-construction meeting.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. EQUIPMENT LIST

D11.1 The Contractor shall have available, in good working condition for the duration of the Contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.

- (a) A valid Manitoba Vehicle Inspection Certificate shall be required for all vehicles used in this Contract; a valid Dielectric Testing Certificate shall be required for any aerial device units that may be used in this Contract.

D12. DAMAGE TO EXISTING STRUCTURES OR PROPERTY

D12.1 Further to GC.6.01, special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.

D12.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by his at his own expense, to the satisfaction of the Contract Administrator.

D13. ACCESS TO "CITY" PROPERTY

D13.1 Further to GC:6.1, in the event that a pruning location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him/her move the vehicle(s) or resume the pruning service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original pruning requirements.

D13.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

D14. PERFORMANCE SECURITY

- D14.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of one hundred thousand (\$100,000.00) dollars; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of one hundred thousand (\$100,000.00) dollars; 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 one hundred thousand (\$100,000.00) dollars.
- D14.1.1 Where the performance 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 performance security.
- D14.2 The Contractor shall provide the City Solicitor with the required performance 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.
- D14.3 Notwithstanding Section C12.2, the warranty period shall begin on the date of Total Performance and shall expire in accordance with D26.1.

CONTROL OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of a safe work plan specified in D8;
 - (iv) Completion of the Urban Forestry Branch Tree Pruning and Removal Safety Orientation Form specified in D9; and
 - (v) evidence of the insurance specified in D10;
 - (vi) certificates in accordance with D11.1(a) for any vehicles to perform the Work; and
 - (vii) the performance security specified in D14.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. CRITICAL STAGES

- D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Fifty percent (50%) completion of the Work shall be completed, to the satisfaction of the Contract Administrator or designate, at the Mid-point of the Service Period.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by December 18, 2009.
- D17.2 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.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 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) Critical Stage – five hundred dollars (\$500.00);
 - (b) Total Performance – five hundred dollars (\$500.00).
- D18.2 The amounts specified for liquidated damages in D18.1 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.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D19.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D20. SAFETY

- D20.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D20.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D21. INSPECTION

D21.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

(a) Inspections may include the following:

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

D21.2 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.

D22. ORDERS

D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number, or facsimile or email address at which orders for service may be placed.

D22.2 The Contractor shall make provisions to receive orders, by any of the means identified in D22.1 above at all times between 8:30 a.m. and 4:30 p.m., on Business Days.

D22.3 The Contractor shall make provisions for a live representative to be available to be contacted directly from 8:00 a.m. to 4:30 p.m. in the case that special situations, concerns and/or emergencies arise. Pagers, answering machines and other delayed response methods are not acceptable.

D22.4 The Contractor shall contact the Contract Administrator before 8:00 a.m. each working day detailing the locations of their pruning/removal crews that will be working on City sites.

D23. RECORDS

D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D23.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D24. INVOICES

D24.1 Further to C11, the Contractor shall submit an original invoice for the Work performed pursuant to each order as follows:

- (a) If a street block contains elm trees and other tree species and pruning on the block occurs during the period of elm pruning restrictions as stated in (i) below, the pruning may be completed in two (2) stages but no more than two (2) invoices per completed pruning on the block will be accepted.
 - (i) The Contractor must adhere to the elm tree pruning restrictions for American elms (April 1 to July 31) and for Siberian elms (April 1 to June 30).
- (b) Where the Work on a block is performed and invoiced in two (2) stages, payment shall be made for each stage after the Contract Administrator has inspected and granted approval.

D24.2 Further to C22.2, the Contractor shall submit invoices to the Urban Forestry Branch office at The City of Winnipeg, Public Works Department, Parks and Open Space Division, Urban Forestry Branch, 2nd Floor, 1539 Waverley Street, Winnipeg, Manitoba. R3T 4V7. Invoices will not be accepted at the Work Sites.

D24.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number; and
- (g) Manitoba Hydro signed Work Clearance request sheets (see E6.10) for each location that involves Manitoba Hydro overhead lines to complete the invoice process.

D24.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D25. PAYMENT

D25.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D25.1.1 Payment shall be made at the unit price on Form B: Prices, identified for each item of Work:

- (a) The Contractor shall submit an invoice in accordance with D24 to the Contract Administrator, for Work performed on whole or partial blocks (including cleanup), no later than three (3) weeks after pruning/removal of trees;
- (b) The Contract Administrator or designate will inspect the Work indicated on the invoice as soon as possible following receipt of a legible invoice satisfactory to the Contract Administrator.
 - (i) If Work is deemed acceptable by the Contract Administrator, invoices will be approved for payment.
 - (ii) If Work is deemed not acceptable by the Contract Administrator, deficiencies shall be corrected by the Contractor for re-inspection by the Contract Administrator or designate, until such time the Work is accepted by the Contract Administrator. Fifty dollars (\$50.00) for each re-inspection will be deducted from the invoice, in accordance with D21.1(a)(iii).
 1. If deficiencies are corrected to the satisfaction of the Contract Administrator or designate, invoices will be approved for payment.
 2. In the event that the deficiencies are not corrected by the dates of Critical Stage and Total Performance, Liquidated Damages shall apply in accordance with D18 until such time as the Work is acceptable to the Contract Administrator.

D25.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D26. WARRANTY

D26.1 Notwithstanding C12, the warranty period shall be for two (2) months from expiration date of the Total Performance.

FORM H1: PERFORMANCE BOND
(See D14)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 15-2009

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM M: TREE PRUNING AND REMOVAL SAFETY ORIENTATION FORM
 (See D9)

Representatives from The Urban Forestry Branch and the performing contractor for The City of Winnipeg's Pruning and Removal Contract # _____ have reviewed the following safety requirements at a contract pre-meeting. All Manitoba Provincial and Federal Regulations pertaining to construction worker safety must be adhered to. Omissions from the list do not release the Contractor from abiding by all Regulations covered by Manitoba Provincial or Federal Acts. Any additional applicable City of Winnipeg Safety Rules are specified below.

Topics	Provincial and/or Federal Regulation		City of Winnipeg		Remarks
Hard Hats	X				
Work Boots	X		X		Omega rated
Eye Protection	X				
Hearing Protection	X		X		
Chainsaw Pants	X				
Work Clothing	X				
Traffic Control	X				
First Aid	X				
Fall Arrest	X				
Work Clearance Request MH-X1371	X				Application to operate adjacent to overhead power lines
Appropriate Class Rubber Gloves			X		Tested and approved in the past six months
Spill Response Kits			X		Approved kit at each work site
Limits of Approach			X		As outlined in Bid Opportunity
Insulated Aerial Lift Devices			X		As outlined in Bid Opportunity
Aerial Equipment Barricades			X		Not applicable when using insulated tools
W210 Regulations	X				Responsibilities of Prime Contractor
Personal Injuries	X				All injuries MUST be reported immediately
ANSI Z 133.1	X				

Urban Forestry Branch Representative _____

Phone: _____ Date: _____

Contractor's Representative _____

Phone: _____ Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS 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 B6.

E2. SITE LOCATIONS

- E2.1 The Contractor is advised that the Work Site location's, may not identify the exact area requiring Pruning Services. The Contractor shall be advised of the exact Work Site locations in the required sequence from the Contract Administrator. All Work on the Site shall be completed prior to the commencement of any further Work being given. Removal services, if required, will occur within the pruning areas as trees that are identified in poor, dead or dangerous condition as determined by the Contract Administrator or designate.

E3. LOCATION AND SCHEDULE OF WORK

- E3.1 All Work under this contract shall be assigned by supplying the Contractor with a list of Work Site locations that are arranged on a priority basis. The Contractor must begin with the first listing and follow it through to the last listing unless the Contract Administrator approves other arrangements.
- E3.2 Further to E9, this listing is of intended Work locations per section. It is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and/or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.
- E3.3 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on or over private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.
- E3.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.
- E3.5 The Contractor shall not begin Work under this Contract prior to a pre-construction meeting being scheduled and held between representatives of the Contractor and the Contract Administrator.
- E3.6 This meeting will be scheduled with the Contractor after the award of Contract.

E4. AFTER HOURS WORK

- E4.1 Further to Clause GC.7.01 of the General Conditions, the Contractor shall obtain written permission from the Contract Administrator for any Work to be performed outside regular working hours including any Sunday or Statutory Holiday. Regardless of the Contract Administrator's approval, any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

E5. PUBLIC SAFETY / TRAFFIC CONTROL

- E5.1 In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to

place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor. The requirements shall include the following:

- (a) The Contractor shall barricade the sidewalk surrounding the Work;
- (b) The Contractor shall provide a ground crew person at all times when aerial lift or climbers are involved in the tree maintenance operation. This person must be within 10m of the aerial lift device or of the tree containing climbers and must not be operating the chipper while overhead operations are occurring. This person is to ensure pedestrian and vehicular safety in the area where overhead maintenance is occurring.

E6. PRUNING OF TREES

E6.1 The Contractor shall Prune Boulevard Street Trees in accordance with the requirements hereinafter specified.

E6.2 Trees are to be pruned in accordance with the "ANSI A300 (Part 1)-2001 Pruning standards entitled, "Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning)" (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available.

- (a) Trees are also to be pruned according to "Best Management Practices: Tree Pruning" (2002), which is a companion publication to the ANSI A300. For this Contract, the primary pruning objectives as stated in these publications shall include the following:
 - (i) Structural;
 - (ii) Cleaning;
 - (iii) Thinning;
 - (iv) Raising;
 - (v) And restoration.

E6.3 In addition to the requirements noted in E6.2, the following specific "light to moderate pruning" requirements shall be applicable to the Work.

- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance. Clearance on small trees may be obtained by crown narrowing/branch reduction;
- (b) Narrow the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
- (c) Selectively remove all dead, rubbing or broken branches;
 - (i) Cuts that would produce a wound greater than 30 cm (6 inches) in diameter shall be approved by the Contract Administrator or designate before Work is initiated.
- (d) Remove suckers to 4.3 metres (14 ft.), but leave upper crown (above 4.3 metres (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
- (e) Remove all branches:
 - (i) overhanging onto buildings to minimum clearance standards determined by the Contract Administrator while still maintaining crown balance;
 - (ii) within 2 metres of all structures;
 - (iii) clear of traffic signs, traffic lights and street lights.
- (f) Inform the Contract Administrator or designate, of any trees that are in poor, dead or hazardous condition, or in need of cabling and/or bracing.

E6.4 The Contractor shall provide to the satisfaction of the Contract Administrator or designate valid Manitoba Arborist Licenses for all employees pruning trees during the course of the Contract.

- E6.5 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or his designate.
- E6.6 All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to, raking of all grassed/snow covered areas and sweeping of all hard surfaced areas. Total Performance of the Work shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily to a location to be determined by the Contract Administrator or his designate.
 - (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chipable material daily to the City of Winnipeg Brady Road Landfill Site. Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and/or Province of Manitoba.
 - (c) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received
- E6.7 The Contractor shall sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- E6.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E6.9 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work.
- E6.10 The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the signed sheet, by a representative of Manitoba Hydro, with the invoice for that location.
- E6.11 The Contractor shall be responsible for the constant supervision of the utility while the utility is on Site to advise which portions of the tree should be removed so as to ensure proper tree pruning Work to meet contract specifications.
- E6.12 The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- E6.13 The Contractor shall be responsible for any additional costs associated with tree pruning Work around utility lines and any such costs must be reflected in the overall bid.
- E6.14 The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E6.15 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree pruning Work.
- E6.16 The Contract Administrator shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.

E7. REMOVAL OF TREES

- E7.1 The Contractor shall remove 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.
- E7.3 The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the contract.
- E7.4 The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E7.5 Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate.
- E7.6 Once the removal process is initiated it shall be completed that same Working Day. The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) remove to a designated City of Winnipeg Landfill Site;
 - (b) chip and remove material to an appropriate location as per the Contract Administrator or designate direction;
 - (c) The costs of all of the above operations are to be born solely by the Contractor.
- E7.7 The Contractor shall repair any damage resulting from the Work listed in E7.6, E7.6(a) and E7.6(b) inclusive, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.
- E7.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E7.9 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres:
- | | |
|---------|--------------------------|
| Class 1 | 1 to 30 (+) cm |
| Class 2 | greater than 30 to 50 cm |
| Class 3 | greater than 50 to 70 cm |
| Class 4 | greater than 70 cm |
- E7.10 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) (measured at 135 cm above ground level) or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
- (a) where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
 - (b) where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 135 cm above ground level) of the largest trunk plus $\frac{1}{2}$ the D.B.H. of each of subsequent trunks;
 - (c) 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.

E8. ASSESSMENT OF COMPLETED TREE STATUS

- E8.1 All work shall be completed and original copies of invoices submitted on or before December 18, 2009 and in accordance with D25.1.1(a). No extension shall be granted.
- (a) An assessment will be administered to all Contractors at approximately the mid point of the Contract (July 18, 2009).
 - (b) The amount of completed trees at this mid-point shall be minimum one half (1/2) of the awarded amount per Section. Failure to meet this requirement may result in termination of the remainder of the Contract.

E9. TREE LOCATIONS

E9.1 Section A: Crescentwood

Section A Crescentwood aprox. 2680 trees					
STREET	From	To	Elm	Others	Total
Academy Rd	Harrow	Stafford	13	2	15
Academy Rd	Stafford	Wellington	16	16	32
Avonherst	Harvard	Yale	8	9	17
Cambridge St	Corydon	McMillan	22	3	25
Cambridge St	McMillan	Dorchester	17	1	18
Cambridge St	Dorchester	Grosvenor	15	1	16
Cambridge St	Grosvenor	Yale	7	21	28
Cambridge St	Yale	Harvard	14	6	20
Cambridge St	Harvard	Kingsway	18	3	21
Cambridge St	Kingsway	Dromore	16	17	33
Cambridge St	Dromore	Academy	45	6	51
Dorchester Ave	Stafford	Harrow	31	5	36
Dorchester Ave	Harrow	Guelph	35	6	41
Dorchester Ave	Guelph	Wilton	33	8	41
Dorchester Ave	Wilton	Rockwood	27	5	32
Dorchester Ave	Rockwood	Thurso	28	2	30
Dorchester Ave	Thurso	Cambridge	17	2	19
Dromore Ave	Harrow	Guelph	23	6	29
Dromore Ave	Guelph	Wilton	21	12	33
Dromore Ave	Wilton	Cambridge	27	2	29
<i>Enderton Park</i>	~	~	65	55	120
Grosvenor Ave	Stafford	Harrow	22	13	35
Grosvenor Ave	Harrow	Guelph	24	8	32
Grosvenor Ave	Guelph	Wilton	25	2	27
Grosvenor Ave	Wilton	Rockwood	26	4	30
Grosvenor Ave	Rockwood	Cambridge	29	8	37
Grosvenor Ave North	Wellington	Lilac	4	3	7
Grosvenor Ave North	Stafford	Wentworth	10	4	14
Grosvenor Ave North	Lilac	Wentworth	6	4	10
Grosvenor Ave South	Wellington	Lilac	11	5	16
Grosvenor Ave South	Lilac	Wentworth	14	7	21
Grosvenor Ave South	Stafford	Wentworth	9	3	12
Guelph St	Corydon	McMillan	11	1	12
Guelph St	McMillan	Dorchester	6	1	7
Guelph St	Dorchester	Grosvenor	10	7	17
Guelph St	Grosvenor	Yale	2	8	10
Guelph St	Yale	Harvard	5	6	11
Guelph St	Harvard	Kingsway	0	14	14

Guelph St	Kingsway	Dromore	4	8	12
Guelph St	Dromore	Academy	5	9	14
Harrow St	Corydon	McMillan	2	8	10
Harrow St	McMillan	Dorchester	7	2	9
Harrow St	Dorchester	Grosvenor	8	1	9
Harrow St	Grosvenor	Yale	11	2	13
Harrow St	Yale	Harvard	7	5	12
Harrow St	Harvard	Kingsway	7	5	12
Harrow St	Kingsway	Kingsway	9	2	11
Harrow St	Kingsway	Dromore	2	0	2
Harvard Ave	Cambridge	Rockwood	8	8	16
Harvard Ave	Rockwood	Wilton	18	12	30
Harvard Ave	Wilton	Guelph	23	10	33
Harvard Ave	Guelph	Harrow	28	11	39
Harvard Ave	Harrow	Stafford	17	10	27
Harvard Ave	Stafford	Avonherst	26	7	33
Harvard Ave	Avonherst	Ruskin Row	5	3	8
Harvard Ave	Stafford	Ruskin Row	31	7	38
Kingsway	Cambridge	Wilton	34	4	38
Kingsway	Wilton	Guelph	35	5	40
Kingsway	Guelph	Harrow	25	13	38
Kingsway	Harrow	Stafford	27	10	37
Kingsway	Ruskin Row	Wellington	13	14	27
Kingsway	Wellington	Ruskin Row	14	17	31
Kingsway	Stafford	Ruskin Row	21	19	40
McMillan Ave	Stafford	Harrow	31	1	32
McMillan Ave	Harrow	Guelph	24	10	34
McMillan Ave	Guelph	Wilton	31	2	33
McMillan Ave	Wilton	Rockwood	32	3	35
McMillan Ave	Rockwood	Thurso	34	0	34
McMillan Ave	Thurso	Cambridge	27	1	28
Munson Park	~	~	77	107	184
Palk	Ruskin Row	Wellington	16	16	32
Rockwood St	Corydon	McMillan	8	0	8
Rockwood St	McMillan	Dorchester	11	5	16
Rockwood St	Dorchester	Grosvenor	8	2	10
Rockwood St	Grosvenor	Yale	3	5	8
Rockwood St	Yale	Harvard	14	21	35
Rockwood St	Harvard	Kingsway	8	13	21
Ruskin Row	Grosvenor	Palk	10	11	21
Ruskin Row	Kingsway	Palk	20	9	29
Thurso St	Grosvenor	Dorchester	5	4	9
Thurso St	Dorchester	McMillan	11	11	22
Thurso St	McMillan	Corydon	7	3	10
Wellington Cres North	Grosvenor	Academy	40	31	71
Wellington Cres South	Grosvenor	Academy	41	23	64
Wilton St	Corydon	McMillan	19	0	19
Wilton St	McMillan	Dorchester	16	2	18
Wilton St	Dorchester	Grosvenor	13	4	17
Wilton St	Grosvenor	Yale	19	2	21
Wilton St	Yale	Harvard	7	7	14
Wilton St	Harvard	Kingsway	9	4	13
Wilton St	Kingsway	Dromore	14	2	16

Wilton St	Dromore	Academy	29	4	33
Yale Ave	Stafford	Harrow	23	6	29
Yale Ave	Harrow	Guelph	32	8	40
Yale Ave	Guelph	Wilton	18	13	31
Yale Ave	Wilton	Rockwood	27	10	37
Yale Ave	Rockwood	Cambridge	25	10	35
Yale Ave	Stafford	Ruskin Row	38	6	44

E9.2 Section B: Rossmere – B

Section B Rossmere - B aprox. 2439 trees

STREET	From	To	Elm	Others	Total	Comments
Brazier St	Leighton	Roberta	0	6	6	
Brazier St	Roberta	Greene	0	7	7	
Brazier St	Greene	Linden	0	8	8	
Brazier St	Linden	Hazel Dell	0	2	2	
Brazier St	Hazel Dell	Oakview	2	1	3	
Brazier St	Oakview	Dunrobin	1	8	9	
Brazier St	Dunrobin	Helmsdale	0	9	9	
Brazier St	Helmsdale	Kimberly	0	11	11	
Centennial Park	Raleigh (W/s)	Linden<->Dunrobin	7	525	532	
Dunrobin Ave	Henderson	Brazier	5	37	42	
Dunrobin Ave	Brazier	Roch	15	39	54	
Dunrobin Ave	Roch	Watt	29	40	69	
Dunrobin Ave	Watt	Golspie	1	51	52	
Dunrobin Ave	Golspie	Raleigh	10	45	55	
Greene Ave	Henderson	Brazier	1	30	31	
Greene Ave	Brazier	Roch	11	27	38	
Greene Ave	Roch	Watt	15	36	51	
Greene Ave	Watt	Golspie	9	64	73	
Greene Ave	Golspie	Raleigh	8	48	56	
Hazel Dell Ave	Henderson	Brazier	10	35	45	
Hazel Dell Ave	Brazier	Roch	11	35	46	
Hazel Dell Ave	Roch	Watt	22	37	59	
Hazel Dell Ave	Watt	Golspie	11	43	54	
Helmsdale Ave	Raleigh	Golspie	22	40	62	
Helmsdale Ave	Golspie	Watt	19	40	59	
Helmsdale Ave	Watt	Roch	13	38	51	
Helmsdale Ave	Roch	Brazier	15	48	63	Don't prune at 328
Helmsdale Ave	Brazier	Henderson	13	36	49	
Leighton Ave (S+N/s)	Roch	Watt	24	25	49	
Leighton Ave (S/s)	Henderson	Brazier	0	11	11	
Leighton Ave (S/s)	Brazier	Roch	0	15	15	
Linden Ave	Raleigh	Golspie	12	48	60	Don't prune M.ash at 649 Gash pruned at 560; don't prune 2 Poplars at 513
Linden Ave	Golspie	Watt	4	56	60	
Linden Ave	Watt	Roch	12	40	52	
Linden Ave	Roch	Brazier	3	34	37	
Linden Ave	Brazier	Henderson	10	31	41	
Oakview Ave	Golspie	Watt	40	15	55	
Oakview Ave	Watt	Roch	30	36	66	
Oakview Ave	Roch	Brazier	2	31	33	

Oakview Ave	Brazier	Henderson	14	29	43	Don't prune G.ash at 255
Roberta Ave	Raleigh	Golspie	14	42	56	Don't prune Basswood at 610
Roberta Ave	Golspie	Watt	9	43	52	
Roberta Ave	Watt	Roch	13	51	64	
Roberta Ave	Roch	Brazier	4	27	31	Don't prune G.ash @ 355 + 343
Roberta Ave	Brazier	Henderson	3	37	40	Don't prune 2 x Basswood at 250
Roch St	Kimberly	Helmsdale	0	1	1	
Roch St	Helmsdale	Dunrobin	6	4	10	
Roch St	Dunrobin	Oakview	4	4	8	
Roch St	Oakview	Hazel Dell	9	2	11	
Roch St	Hazel Dell	Linden	3	1	4	
Roch St	Linden	Greene	3	11	14	
Roch St	Greene	Roberta	3	12	15	
Roch St	Roberta	Leighton	0	7	7	
Watt St	Roberta	Greene	0	2	2	
Watt St	Greene	Linden	0	2	2	
Watt St	Linden	Hazel Dell	0	4	4	

E9.3 Section C: Assiniboine Park

Section C Assiniboine Park (approx 1,500 trees; 40 removals)

PARK ROAD	From	To	Elm	Others	Total
Conservatory Dr.	Corydon	Locomotive Dr.	6	2	8
Conservatory Dr.	Locomotive Dr.	Pavilion Cr.	26	4	30
Pavilion Cr.	Zoo Dr.	Cricket Dr.	0	1	1
Pavilion Cr.	Cricket Dr.	Conservatory Dr.	4	18	22
Pavilion Cr.	Conservatory Dr.	Assiniboine Park Dr.	16	34	50
Zoo Dr.	Assiniboine Park Dr.	Pavilion Cr.	0	9	9
Zoo Dr.	Pavilion Cr.	Cricket Dr.	10	26	36
Zoo Dr.	Cricket Dr.	Conservatory Dr.	1	5	6
Locomotive Dr.	Conservatory Dr.	Formal Garden Way W.	15	162	177
Locomotive Dr.	Formal Garden Way W.	Formal Garden Way E.	2	1	3
Locomotive Dr.	Formal Garden Way E.	Assiniboine Park Dr.	10	10	20
Assiniboine Park Dr.	Wellington Cr.	Pavilion Cr.	11	22	33
Assiniboine Park Dr.	Pavilion Cr.	Foot Bridge	7	20	27
Assiniboine Park Dr.	Foot Bridge	Zoo Dr.	2	17	19
Assiniboine Park Dr.	Zoo Dr.	Commissary Rd.	30	113	143
Assiniboine Park Dr.	Commissary Rd.	Roblin Blvd.	10	23	33
Commissary Rd.	Assiniboine Park Dr.	Roblin Blvd.	0	41	41
W/s Park Blvd.	Wellington Cr.	Corydon	39	17	56
N/s Corydon Ave.	Commissary Rd.	Conservatory Dr.	14	8	22
N/s Corydon Ave.	Conservatory Dr.	W/s Park Blvd.	16	1	17
Formal Garden Way	Corydon	Locomotive Dr.	30	60	90
Cricket Dr.	Zoo Dr.	Pavilion Cr.	1	26	27
Section A	~	~			30
Section B	~	~			40
Section C	~	~			45
Section D	~	~			45
Section E	~	~			45
Section F	~	~			45
Section G	~	~			45
Section H - (ZOO)	<i>to include foot paths and service roads</i>				200

Section I	~	~	45
Section J	~	~	45
Section K	~	~	45

Assiniboine Park Maps: Approximately 934 trees along road ways, 566 trees in non-pruned areas of the park including, but not limited to, pathways and trees within natural areas.

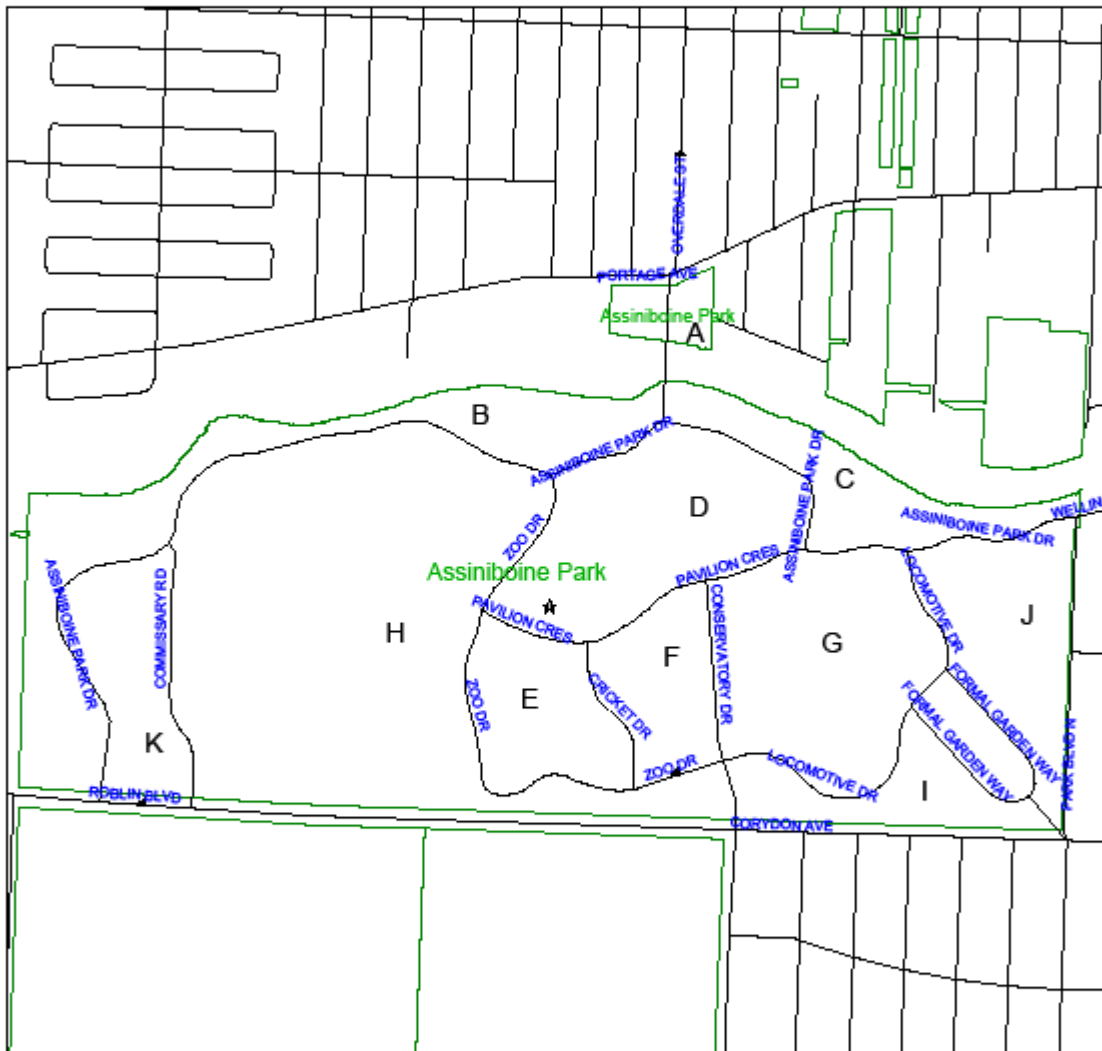
1. Species list

General Guide to Tree Species (Assiniboine Park roadways =approx. 934 trees)



2. Park Road Ways and Sections

Section C ASSINIBOINE PARK Not including the Zoo



3. ZOO portion (Tree removal locations)



There are approximately 30 trees to remove in the zoo area (Section H) which are marked in red on this photo map. Final decision on tree removals will be done by mutual agreement between the contractor and the City's contract field representative. A work order will be issued by the Urban Forestry Branch.