



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 336-2017

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3
D10. Safe Work Plan	3
D11. Safety Orientation Form	3
D12. Performance Security	4
D13. Subcontractor List	4
D14. Equipment List	4

Schedule of Work

D15. Commencement	5
D16. Working Days	5
D17. After Hours Work	5
D18. Critical Stages / Mid-Point	6
D19. Total Performance	6
D20. Liquidated Damages	6

Control of Work

D21. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D22. The Workplace Safety and Health Act (Manitoba) - Qualifications	7
D23. Employee Behavior and Supervision	7

D24. Safety	7
D25. Public Safety / Traffic Control	8
D26. Site Cleaning	8
D27. Damage to Existing Structures of Property	9
D28. Access to "City" Property	9
D29. Inspection	9
D30. Orders	9
D31. Records	10
D32. Deficiencies	10
Measurement and Payment	
D33. Invoices	10
D34. Payment	11
D35. Payment Schedule	11
Warranty	
Form H1: Performance Bond	12
Form H2: Irrevocable Standby Letter of Credit	14
Form J: Subcontractor List	16
Form K: Equipment	17

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Services	1
E3. Boulevard Tree Pruning Services	1
E4. Boulevard Tree Removal Services (non-Elm)	3
E5. Boulevard Elm Removal Services	5
E6. Park / Greenspace Tree Pruning Services	6
E7. Park / Greenspace Tree Removal Services (NON-ELm)	9
E8. Park / Greenspace Elm Removal Services	10
E9. Location and Schedule of Work	12
E10. Site Locations	13
E11. Section Map	13

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, May 24, 2017.

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. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 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>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B16.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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

B8.7.1 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.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

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

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

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

B12. QUALIFICATION

- B12.1 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.
- B12.2 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>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) provide to the satisfaction of the Contract Administrator valid Manitoba Arborist Licenses for all employees pruning trees during the course of the Contract, prior to the employee conducting pruning.
- B12.4 Further to B12.3(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™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their section 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/>

B13.3 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/>

B13.4 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. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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 B12 (pass/fail);
 - (c) Section Price ;
 - (d) economic analysis of any approved alternative pursuant to B7;
 - (e) costs to the City of administering multiple contracts. .
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(c), the Total Section Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.
- B16.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all sections.
- B16.5.2 Notwithstanding B17.3, 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/she shall have no claim against the City if his/her partial Bid is

rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of tree pruning and removal services for the period of date of award until December 31 2017, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st 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 Contractor's Work Completion and Invoicing Period: from Date of Award, to 4:00 p.m. December 15, 2017.

D2.1.4 City's Final Inspection Period: from December 16, 2017 until December 31, 2017.

D2.1.5 Critical Stage for fifty percent completion including invoicing: September 8, 2017.
(a) Fifty percent completion date for future option years to be determined.

D2.1.6 Total Performance: December 15, 2017.

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

- (a) Pruning and Removal of individually specified trees on boulevards and/or within maintained City park / greenspace areas;
- (b) Chipping of material;
- (c) Stump removal services; and
- (d) Proper removal and disposal of excess pruning / removal / stumping material.

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

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Henri Daudet
Forestry Technician II
Telephone No. 204 986-4248
Email Address. hdaudet@winnipeg.ca

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11. SAFETY ORIENTATION FORM

D11.1 The Contractor shall complete Form M: Tree Pruning and Removal Safety Orientation Form and provide it to the Contract Administrator at a contract pre-meeting, at least five (5) Business Days prior to the commencement of any Work on the Site.

- (a) Meeting date and time will be established by the Contract Administrator.
- (b) Notwithstanding Form M:
 - (i) All Manitoba Provincial and Federal Regulations pertaining to construction worker safety must be adhered to;

- (ii) Omissions from the list do not release the Contractor from abiding by all Regulations covered by Manitoba Provincial or Federal Acts.

D12. PERFORMANCE SECURITY

- D12.1 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 Hs1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; 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.
- D12.1.1 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.
- D12.2 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 and prior to the commencement of any Work on the Site.

D13. SUBCONTRACTOR LIST

- D13.1 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.
- D13.2 If, during the course of the Contract, the Contractor elects to hire an additional Subcontractor not previously named at commencement, this can be proposed to the Contractor Administrator and is at the sole discretion of the Contract Administrator.
- (a) Should the Contract Administrator allow an additional Subcontractor to be added post contract commencement, the Contractor shall submit all qualifying documents for the proposed Subcontractor at least five (5) Business Days before the Subcontractor begins any work on the Contract.

D14. EQUIPMENT LIST

- D14.1 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.
- D14.2 The Contractor shall have available in good working condition for the duration of the contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.
- D14.3 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.
- D14.4 A valid annual Aerial Inspection Certificate shall be required for all aerial devices to be used in the Contract.
- D14.5 A valid annual Dielectric Testing Certificate shall be required for all aerial device units used in the contract.

D14.6 If, during the course of the Contract, the Contractor elects to employ Equipment not previously listed at commencement, this can be proposed to the Contractor Administrator and is at the sole discretion of the Contract Administrator.

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

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the Safe Work Plan specified in D10;
 - (v) the Safety Orientation Form (Form M) specified in D11;
 - (vi) the performance security specified in D12;
 - (vii) the Subcontractor list specified in D13;
 - (viii) the equipment list specified in D14 ; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. WORKING DAYS

D16.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D16.2 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.

D16.3 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.

D16.4 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.

D17. AFTER HOURS WORK

D17.1 The Contractor shall obtain prior written permission from the Contract Administrator for any Work to be performed outside the City's regular working hours including any Saturday, Sunday, or Statutory Holiday. Any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

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

D18. CRITICAL STAGES / MID-POINT

- D18.1 The Contractor shall achieve critical stage (Mid-Point) of the Work in accordance with the following requirements:
- (a) In accordance with D2.1.5 and D33, the amount of completed and invoiced trees at the Mid-Point shall be minimum one half (1/2) of the awarded value per each Section. Failure to meet this requirement may result in termination of the remainder of the Contract.
 - (b) An assessment will be administered in writing to the Contractor at approximately the Mid-Point of each year of the Contract confirming Mid-Point Performance has been achieved.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by 4:00 p.m. December 15, 2017.
- D19.2 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.
- D19.3 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.
- D19.4 Total Performance is defined as the completion of all Work of the Contract, including deficiencies, and submission of all invoices for said Work.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Critical Stage (Mid-Point) 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) Mid-Point – One Thousand dollars (\$1000);
 - (b) Total Performance – Two hundred fifty dollars (\$250).
- D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 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).

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

D22.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D23. EMPLOYEE BEHAVIOR AND SUPERVISION

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

D23.2 behave in a courteous and polite manner (no profanity or excess noise) to the Public, City staff and other personnel;

D23.3 do not smoke within a City facility;

D23.4 obey all posted safety rules;

D23.5 leave all furnishings, equipment etc. moved during the course of work, in an "as found" condition at the completion of the work;

D23.6 use their own radio(s) or telephones or cellular telephones necessary for on-site communication; and

D23.7 when employees are in the facility, that it is kept secure from entry by unauthorized persons.

D23.8 The Contractor and his / her employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his / her personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his / her driver or helper shall be allowed on the City of Winnipeg owned property.

D24. SAFETY

D24.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D24.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D24.3 The Contractor shall do whatever is necessary to ensure that:

(a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

(b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of 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;

D25. PUBLIC SAFETY / TRAFFIC CONTROL

- D25.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site http://winnipeg.ca/publicworks/InformationAndResources/TrafficControl/pdf/Manual_of_Temp_Traffic_Control_2015.pdf
- D25.2 The Contractor 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:
- D25.3 The Contractor shall maintain traffic flow and ensure that protection is afforded to the road user and that the Contractor's operations shall in no way interfere with the safe operation of traffic.
- (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.
- D25.4 Regional Street Lane Closures can be requested by submitting the Regional Street Lane Closure Online Request Form: http://winnipeg.ca/publicworks/InformationAndResources/TrafficControl/manual_of_temp_traffic_control.asp
- D25.5 Residential Street Closures can be closed using the following protocol:
- (a) Contact Traffic Services by phone at 204-986-6006 1 week in advance to request the road closure and receive a Use of Street permit.
 - (i) It is possible that the Permits Staff will decide that a Use of Street will not be necessary. If they decide that the permit is not required, the Contractor can accept that as permission to close the street using control measures described in the Public Works Manual of Temporary Traffic Control. . If no permit is issued, the contractor takes responsibility for installing No Parking Signs, and Emergency Services doesn't need to be notified as long as there is room for emergency vehicles to get past the worksite should they need to.
 - (ii) If a Use of Street Permit is issued, Traffic Services will install the No Parking Signs 24 hours before the road closure, as well as contact Emergency Services and Transit as necessary
 - (b) It is acceptable to prune trees on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles.

D26. SITE CLEANING

- D26.1 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.
- D26.1.1 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.
- D26.1.2 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.

D27. DAMAGE TO EXISTING STRUCTURES OF PROPERTY

- D27.1 Special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.
- D27.2 Any damage caused by the negligence of the Contractor or his / her Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at his /her own expense, to the satisfaction of the Contract Administrator.
- D27.3 The Contractor shall exercise caution when working in green spaces and parks so as not to damage the turf, especially during spring melt, after rain, or at any other time when the ground is wet or soft.
- (a) Contractor will be responsible for repairing any turf damage caused by their operations at their own expense.
 - (b) To avoid damage to turf, tree climbing may be the required method to complete operations at some sites.

D28. ACCESS TO "CITY" PROPERTY

- D28.1 Further to C16, 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.
- D28.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor

D29. INSPECTION

- D29.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- (a) Inspections may include the following:
 - (i) Inspect progress of work completed;
 - (ii) Inspect for final acceptance of services received based on invoice;
 - (iii) Re-inspect for final acceptance of services invoiced by Contractor. If services are in a deficient state then a re-inspection fee of fifty dollars (\$50.00) will be charged for each re-inspection made until the Work is determined to be acceptable.
- D29.2 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.

D30. ORDERS

- D30.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D30.2 The Contract Administrator can, at his discretion, make previews of the work orders available to the Contractor before the work order is submitted. Previews of multiple work orders may be made available to the Contractor, and the Contractor may be allowed to choose the order in

which they would prefer the work orders be assigned. This can allow more flexibility for the Contractor to coordinate with utilities where needed. The assignment of specific work orders is at the sole discretion of the Contract Administrator.

D30.3 All work assigned will be located within one (1) electoral ward. All the required work within that ward must be completed before any work within a new ward is assigned.

- (a) Some special consideration may be made regarding parks and greenspaces if the currently assigned ward has particularly wet or unstable ground.
- (b) The Contract Administrator reserves the right to assign work orders in any ward within the contractor's work area if urgent tree removals or pruning are required.

D30.4 No elm pruning will be assigned between April 1st and July 31st.

D31. RECORDS

D31.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D31.2 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.

D32. DEFICIENCIES

D32.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D33. INVOICES

D33.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D33.2 Invoices must clearly indicate, as a minimum:

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

D33.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D33.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D34. PAYMENT

D34.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D35. PAYMENT SCHEDULE

D35.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D35.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D10)

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. 336-2017

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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 336-2017
PROVISION OF TREE PRUNING AND REMOVAL 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.

Partial drawings are permitted.

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.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

<p>1. Category/type: AERIAL TRUCK(S)</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: AERIAL TRUCK(S)</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: PICKUP / BLOCKER TRUCK(S)</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D14)

PROVISION OF TREE PRUNING AND REMOVAL SERVICES

4. Category/type: CHIPPER(S)
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
5. Category/type: STUMP GRINDER(S)
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
6. Category/type: OTHER
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____

FORM M: TREE PRUNING AND REMOVAL SAFETY ORIENTATION FORM

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

Topics	Provincial and/or Federal Regulation		City of Winnipeg		Remarks
Hard Hats	X				
Work Boots	X		X		Grade 2, steel toe or Forestry rated
Eye Protection	X				Safety glasses and face shield required for chipper operation
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
Spill Response Kits			X		Approved kit at each work site
Limits of Approach			X		As outlined in Bid Opportunity
Insulated Aerial Lift Devices			X		As outlined in Bid Opportunity
W210 Regulations	X				Responsibilities of Prime Contractor
Personal Injuries	X				All injuries <u>MUST</u> be reported immediately to the Contract Administrator
ANSI Z 133.1	X				

 Urban Forestry Branch Representative

Phone: _____

Date: _____

 Contractor's Representative

Phone: _____

Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- 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.

E2. SERVICES

- E2.1 The Contractor shall prune and remove trees in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Boulevard Tree Pruning Services shall be shall be completed in accordance with E3.
- E2.3 Item No. 2 – Boulevard Tree Removal Services (Non-Elm) shall be completed in accordance with E4.
- E2.4 Item No. 3 – Boulevard Elm Removal Services shall be completed in accordance with E5.
- E2.5 Item No. 4 – Park / Greenspace Tree Pruning Services shall be completed in accordance with E6.
- E2.6 Item No. 5 – Park / Greenspace Tree Removal Services (Non-Elm) shall be completed in accordance with E7.
- E2.7 Item No. 6 – Park / Greenspace Elm Removal Services shall be completed in accordance with E8.

E3. BOULEVARD TREE PRUNING SERVICES

- E3.1 The Contractor shall prune trees on a requested basis in accordance with the requirements hereinafter specified.
- E3.2 The Contractor shall only prune specific trees for which they receive written authorization from the Contract Administrator in the form of a Work Order.
 - (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order once complete.
 - (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work, on both boulevards and in parks / greenspaces.
 - (ii) Trees identified for pruning under this contract will be painted with a white dot by the City.
 - (iii) The Contractor must adhere to the elm tree pruning restrictions for elms from (April 1 to July 31).
 - (a) During the Elm pruning ban, the Contract Administrator will assign Work Orders that do not contain Elm pruning.
- E3.3 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E3.4 Trees are to be pruned in accordance with the “ANSI A300 (Part 1)-2001 Pruning standards entitled, “Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)” (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available and in accordance with “Best Management Practices: Tree

Pruning” (2002), which is a companion publication to the ANSI A300, or more recent version as available.

- E3.5 In addition to the requirements noted in E3.4, the following specific pruning requirements shall be applicable to the Work.
- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance;
 - (b) Prune the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
 - (c) Cuts that would produce a wound greater than 30 cm (12 inches) in diameter shall be approved by the Contract Administer or designate before Work is initiated;
 - (d) Remove suckers to 4.3 metres (14 ft.) but leave upper crown (above 4.3 meters (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
 - (e) Remove all branches:
 - (i) Within 2 metres of all structures;
 - (ii) Clear of traffic signs, traffic lights and street lights;
 - (iii) That are crossing and rubbing;
 - (iv) That are broken and / or hanging from the tree;
 - (v) That are dead and 2.5 cm (1 inch) in diameter or larger (notwithstanding (c)).
 - (f) Inform the Contract Administrator or designate of any trees that are in poor, dead or hazardous condition prior to starting any pruning on such trees.
- E3.6 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. Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily.
 - (b) The Contractor shall dispose, at the Contractor’s expense, all elm wood logs and non-chip-able 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) No cut elm material is to be left unattended at any time
 - (i) If unattended elm logs are found at the Contractor’s work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (ii) This fee may be deducted from any amounts owing to the Contractor by the City.
- E3.7 If melting snow reveals pruning debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E3.6.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E3.8 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, Manitoba Telephone System and SHAW.

- E3.9 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.
- E3.10 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 sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
- E3.11 In the event that the Utility or a representative thereof must prune for utility clearance for the work to be completed, the Contractor shall be responsible for the constant supervision of the utility while 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.
- E3.12 The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- E3.13 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.
- E3.14 The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E3.15 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.
- E3.16 The Contractor shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.
- E3.17 Where multiple tree trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.

E4. BOULEVARD TREE REMOVAL SERVICES (NON-ELM)

- E4.1 The Contractor shall remove and stump designated trees on an "as required" basis in accordance with the requirements hereinafter specified.
- E4.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
- (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work, on both boulevards and in parks / greenspaces.
- (ii) Trees identified for removal under this contract will be painted with a yellow dot by the City.
- E4.3 The Contractor shall remove and stump trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E4.4 Stumps shall be ground to 15 cm (6-inches) below ground level. Sufficient stump grindings shall be left in the hole and manually compacted level to grade to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate and all remaining debris shall be removed from the site.
- E4.5 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 direction of the Contractor Administrator or designate;
 - (c) The costs of all the above operations are to be borne solely by the Contractor;
- E4.6 If melting snow reveals tree removal debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E3.6.
 - (a) Any costs associated with this clean up shall be borne by the Contractor.
- E4.7 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate;
- E4.8 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, Manitoba Telephone System and SHAW.
- E4.9 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.
 - (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree removal Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
 - (b) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
 - (c) The Contractor shall be responsible for any additional costs associated with tree removal Work around utility lines and any such costs must be reflected in the overall bid.
 - (d) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E4.10 The Contractor shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.
- E4.11 If the removal is not complete the same day it was initiated, no material (ie brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days.
- E4.12 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 to 39.9 cm;
 - (c) Class 3 – 40 to 59.9 cm;
 - (d) Class 4 – 60 to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E4.13 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 135 cm (4.5 ft) 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 (4.5 ft) above ground level of the largest trunk plus ½ the D.B.H. of each of subsequent trunks; situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.

E4.14 Where multiple trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.

E5. BOULEVARD ELM REMOVAL SERVICES

E5.1 The Contractor shall remove and stump designated elms on an “as required” basis in accordance with the requirements hereinafter specified.

E5.2 The Contractor shall not complete an elm removal unless they receive written authorization from the Contract Administrator in the form of a Work Order.

- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
- (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work, on both boulevards and in parks / greenspaces.

E5.3 Elms to be removed under this contract will be painted with a yellow dot.

- (a) Some of these elms will have been previously tagged for Dutch elm disease. They may have been marked with orange flagging tape and/or orange paint. In these cases, the orange paint will be painted over with yellow paint by the City. The tag number will also appear on the Work Order.

E5.4 The Contractor shall remove and stump elms in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.

E5.5 Stumps shall be ground to 15 cm (6-inches) below ground level. Sufficient stump grindings shall be left in the hole and manually compacted level to grade to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate and all remaining debris shall be removed from the site.

E5.6 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:

- (a) Remove to a designated City of Winnipeg landfill site;
- (b) Chip and remove material to an appropriate location as per the direction of the Contractor Administrator or designate;
- (c) The costs of all the above operations are to be borne solely by the Contractor;

E5.7 If melting snow reveals tree removal debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E3.6

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

E5.8 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate;

E5.9 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.

- E5.10 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.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the elm removal Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
 - (b) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
 - (c) The Contractor shall be responsible for any additional costs associated with elm removal Work around utility lines and any such costs must be reflected in the overall bid.
 - (d) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E5.11 The Contractor shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the elm removal Work.
- E5.12 If the removal is not complete the same day it was initiated, no material (ie brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days.
- (a) No cut elm material is to be left unattended at any time.
 - (i) If unattended elm logs are found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (b) This fee may be deducted from any amounts owing to the Contractor by the City.
- E5.13 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 to 39.9 cm;
 - (c) Class 3 – 40 to 59.9 cm;
 - (d) Class 4 – 60 to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E5.14 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 135 cm (4.5 ft) above ground level or above on trees with single trunks. On elms with double or multiple trunks the following rules shall apply:
- (a) Where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
 - (b) Where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. measured at 135 cm (4.5 ft) above ground level of the largest trunk plus ½ the D.B.H. 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.
- E5.15 Where multiple elm trunks are joined aboveground at any height, they are to be considered one (1) multi-stem elm tree.

E6. PARK / GREENSPACE TREE PRUNING SERVICES

- E6.1 The Contractor shall prune trees on a scheduled basis in accordance with the requirements hereinafter specified.

- E6.2 The Contractor shall only prune specific trees for which they receive written authorization from the Contract Administrator in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order once complete.
 - (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work, on both boulevards and in parks / greenspaces.
 - (ii) Trees identified for pruning under this contract will be painted with a white dot by the City.
 - (b) The Contractor must adhere to the elm tree pruning restrictions for elms from (April 1 to July 31).
 - (i) During the Elm pruning ban, the Contract Administrator will assign Work Orders that do not contain Elm pruning.
- E6.3 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (a) Some trees in parks and greenspaces may not be accessible by aerial device. Tree climbing may be required to complete this work.
- E6.4 Trees are to be pruned in accordance with the “ANSI A300 (Part 1)-2001 Pruning standards entitled, “Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)” (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available and in accordance with “Best Management Practices: Tree Pruning” (2002), which is a companion publication to the ANSI A300, or more recent version as available”.
- E6.5 In addition to the requirements noted in E3.4, the following specific pruning requirements shall be applicable to the Work.
- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance;
 - (b) Where trees are in turf areas, lift the crown to obtain enough clearance for an out-front riding lawnmower to access the grass underneath the tree canopy.
 - (c) Prune the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
 - (d) Cuts that would produce a wound greater than 30 cm (12 inches) in diameter shall be approved by the Contract Administer or designate before Work is initiated;
 - (e) Remove suckers to 4.3 metres (14 ft.) but leave upper crown (above 4.3 meters (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
 - (f) Remove all branches:
 - (i) Within 2 metres of all structures;
 - (ii) Clear of traffic signs, traffic lights and street lights;
 - (iii) That are crossing and rubbing;
 - (iv) That are broken and / or hanging from the tree;
 - (v) That are dead and 2.5 cm (1 inch) in diameter or larger (notwithstanding E3.5(c)).
 - (g) Inform the Contract Administrator or designate of any trees that are in poor, dead or hazardous condition prior to starting any pruning on such trees.
- 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 Work Sites in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking of all grassed/snow covered areas and sweeping of all hard surfaced areas.

Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.

- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily.
- (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chip-able 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) No cut elm material is to be left unattended at any time
 - (i) If unattended elm logs are found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (a) This fee may be deducted from any invoices owing.

E6.7 If melting snow reveals pruning debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E6.6.

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

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, Manitoba Telephone System and SHAW.

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 sheet signed by a representative of Manitoba Hydro, with the invoice for that location.

E6.11 In the event that the Utility or a representative thereof must prune for utility clearance for the work to be completed, the Contractor shall be responsible for the constant supervision of the utility while 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.

E6.17 Where multiple tree trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.

E7. PARK / GREENSPACE TREE REMOVAL SERVICES (NON-ELM)

- 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 in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
 - (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work, on both boulevards and in parks / greenspaces.
 - (ii) Trees identified for removal under this contract will be painted with a yellow dot by the City.
- E7.3 The Contractor shall remove and stump trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (a) Some trees in parks and greenspaces may not be accessible by aerial device. Tree climbing may be required to complete this work.
- E7.4 Stumps shall be ground to 15 cm (6-inches) below ground level. Sufficient stump grindings shall be left in the hole and manually compacted level to grade to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate and all remaining debris shall be removed from the site.
- E7.5 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 direction of the Contractor Administrator or designate;
 - (c) The costs of all the above operations are to be borne solely by the Contractor;
- E7.6 If melting snow reveals tree removal debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E3.6.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E7.7 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate;
- 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, Manitoba Telephone System and SHAW.
- E7.9 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.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree removal Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
 - (b) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.

- (c) The Contractor shall be responsible for any additional costs associated with tree removal Work around utility lines and any such costs must be reflected in the overall bid.
 - (d) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E7.10 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.
- (a) 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.
- E7.11 If the removal is not complete the same day it was initiated, no material (ie brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days.
- E7.12 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 to 39.9 cm;
 - (c) Class 3 – 40 to 59.9 cm;
 - (d) Class 4 – 60 to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E7.13 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 135 cm (4.5 ft) 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 (4.5 ft) above ground level of the largest trunk plus ½ the D.B.H. 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.
- E7.14 Where multiple tree trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.
- E8. PARK / GREENSPACE ELM REMOVAL SERVICES**
- E8.1 The Contractor shall remove and stump designated elms on an “as required” basis in accordance with the requirements hereinafter specified.
- E8.2 The Contractor shall not complete an elm unless they receive written authorization from the Contract Administrator in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
 - (i) Work Orders will focus on a geographical area of the City (such as a neighbourhood), and may contain both pruning and removal work.
- E8.3 Elms to be removed under this contract will be painted with a yellow dot.
- (a) Some of these elms will have been previously tagged for Dutch elm disease. They may have been marked with orange flagging tape and/or orange paint. In these cases, the orange paint will be painted over with yellow paint by the City. The tag number will also appear on the Work Order.

- E8.4 The Contractor shall remove and stump elms in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (a) Elms in parks and greenspaces may not be accessible by aerial device. Some tree climbing may be required to complete this work.
- E8.5 Stumps shall be ground to 15 cm (6-inches) below ground level. Sufficient stump grindings shall be left in the hole and manually compacted level to grade to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate and all remaining debris shall be removed from the site
- E8.6 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) Remove to a designated City of Winnipeg landfill site;
- (b) Chip and remove material to an appropriate location as per the direction of the Contractor Administrator or designate;
- (c) The costs of all the above operations are to be borne solely by the Contractor;
- E8.7 If melting snow reveals tree removal debris that was left behind after a work site has been approved for payment, the Contract Administrator or designate may require the Contractor to return and clean the site as described in E8.6.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E8.8 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate;
- E8.9 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.
- E8.10 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.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the elm removal Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the sheet signed by a representative of Manitoba Hydro, with the invoice for that location.
- (b) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- (c) The Contractor shall be responsible for any additional costs associated with elm removal Work around utility lines and any such costs must be reflected in the overall bid.
- (d) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E8.11 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to elm, and may be a factor in the required elm removal Work.
- (a) 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 elm removal Work.
- E8.12 If the removal is not complete the same day it was initiated, no material (ie brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days..

- (a) No cut elm material is to be left unattended at any time
 - (i) If unattended elm logs are found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (a) This fee may be deducted from any invoices owing.
- E8.13 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 to 39.9 cm;
 - (c) Class 3 – 40 to 59.9 cm;
 - (d) Class 4 – 60 to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E8.14 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 135 cm (4.5 ft) above ground level or above on trees with single trunks. On elms with double or multiple trunks the following rules shall apply:
- (a) Where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
 - (b) Where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. measured at 135 cm (4.5 ft) above ground level of the largest trunk plus $\frac{1}{2}$ the D.B.H. 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.
- E8.15 Where multiple elm trunks are joined aboveground at any height, they are to be considered one (1) multi-stem elm tree.
- E9. LOCATION AND SCHEDULE OF WORK**
- E9.1 All Work under this contract shall be assigned by supplying the Contractor with a series of Work Orders with Site locations that are arranged on a priority basis.
- E9.2 Further to E4.1, this listing is of intended Work locations per section, per year. It is provided for the convenience of the Contractor 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.
- E9.3 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 / 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.
- E9.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.
- E9.5 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.
- E9.6 The Contractor shall begin the Work assigned on a Work Order on site no more than ten (10) days of receiving the Work Order. The Contractor shall complete the Work within seven (7) Working Days of beginning the Work on site.
- (a) Saturdays, Sundays, and Statutory holidays shall not be counted as Working Days unless the Contractor completed work for this contract on those days.

E10. SITE LOCATIONS

E10.1 The Contractor is advised that the Work Site location's shown in E11 may not identify the exact area requiring Tree Pruning and Removal Services. The Contractor shall be advised of the exact Work Site locations in the required sequence via Work Orders from the Contract Administrator. All Work on the Site shall be completed prior to any further Work being given.

E11. SECTION MAP

