



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1102-2017

PROVISION OF REMOVAL OF ASH TREES

Note to Bidders: Please be aware of revisions to B14.4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF REMOVAL OF ASH TREES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 22, 2018.

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.

(a) Refer to maps in Section E8 for the locations of potential trees.

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/her Bid or the performance of the Work.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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.
- B6.3 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>
- B6.4 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.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

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 Contract;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (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 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.5 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

B8.5.1 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.

B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178

- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 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 B17.1(a).
- 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/her own name, his/her 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/her 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/her 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/her 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) Manitoba Hydro

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) Upon request of the Contract Administrator, the Contractor shall provide copies of valid Manitoba Arborist Licenses or valid International Society of Arboriculture Certified Arborist cards for all employees removing trees during the course of the contract.
 - (i) Ground personnel who are not performing tree removals and/or who are not using chainsaws do not require arborist licences or certification.
- (e) Upon request of the Contract Administrator, the Contractor shall provide valid UTT (Utility Tree Trimmer) certificate and / or CUA (Certified Utility Arborist) and / or UA (Utility Arborist) qualifications for at least one individual performing work for this contract.
 - (i) Qualifications for electric utility work are subject to approval by Manitoba Hydro.
 - ◆ Manitoba Hydro approval will be facilitated by the City of Winnipeg.
 - (ii) Individuals holding Utility certificates may be employed by subcontractors.

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) 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/>.)

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their 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/>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities

having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 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.
- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
 - (c) Section Price;
 - (d) economic analysis of any approved alternative pursuant to B7;
 - (e) costs to the City of administering multiple contracts.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.5 This Contract may be awarded separately in Sections.
- B17.5.1 Notwithstanding B10.1, the Bidder may, but is not required to bid on all sections.
- B17.5.2 Notwithstanding B18.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in 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.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.3.1 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.
- B18.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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 removal of ash trees for the period from date of award until December 31, 2018, with the option of two (2) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on January 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 14, 2018.

(a) Total Performance: December 14, 2018.

(b) City's Final Inspection Period: from December 15, 2018 until December 31, 2018.

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

- (a) 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 including wood chips.

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

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

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the

written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this 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 or road shoulder with an aerial device truck.
 - (d) "**Park / Greenspace Tree**" means a tree located on any City owned land that is either officially designated as a park or located within a right-of-way, more than 5 meters from the edge of a roadway.
- D4.2 Notwithstanding C1.1, when used in this Bid Opportunity:

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Henri Daudet
Forestry Technician II
Telephone No. 204 986-4248
Email Address: hdaudet@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.19, 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.

D6.2 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.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

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

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

damage including personal injuries and death resulting from any one accident or occurrence;

D10.2 Deductibles shall be borne by the Contractor.

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

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

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

D11. SAFE WORK PLAN

D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D12. SAFETY ORIENTATION FORM

D12.1 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.

D13. PERFORMANCE SECURITY

D13.1 The Contractor shall provide and maintain performance security until Total Performance has been issued by the Contract Administrator 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.

D13.1.1 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.

D13.2 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.

D14. SUBCONTRACTOR LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D14.2 If, during the course of the Contract, the Contractor elects to hire an additional Subcontractor not previously named at commencement, this can be proposed to the 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.

D15. EQUIPMENT LIST

D15.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D15.2 The Contractor shall have available in good working condition for the duration of the contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.

D15.3 A valid Manitoba Vehicle Inspection Certificate 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.

D15.4 A valid annual Aerial Inspection Certificate shall be required for all aerial devices to be used in the Contract.

D15.5 A valid annual Dielectric Testing Certificate shall be required for all aerial device units used in the contract.

D15.6 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.

CONTROL OF WORK

D16. COMMENCEMENT

D16.1 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.

D16.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D10.

- (iv) the Safe Work Plan specified in D11;
 - (v) the Safety Orientation Form (Form M) specified in D12;
 - (vi) the Performance Security specified in D13;
 - (vii) the Subcontractor list specified in D14;
 - (viii) the Equipment list specified in D15;
 - (ix) copies of valid Manitoba Arborist licenses or ISA certification cards as specified in B13.3(d);
 - (x) proof of electric utility tree worker qualification to the satisfaction of Manitoba Hydro, specified in B13.3(e).
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D17. WORKING DAYS

- D17.1 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.
- D17.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D17.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D18. AFTER HOURS WORK

- D18.1 The Contractor shall obtain prior written permission from the Contract Administrator for any Work to be performed outside the City's regular working hours including 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).

D19. CRITICAL STAGES

- D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Work on each Work Order shall commence within ten (10) Calendar Days from the issue date of that Work Order. The date that the Contractor commences work on the Work Order is the Commencement Date for that Work Order.
 - (b) The Contractor shall complete the Work on each Work Order by the end date indicated on the Work Order.
 - (c) Work shall be completed in accordance with PART E – Specifications.

D20. TOTAL PERFORMANCE

- D20.1 The Contractor shall achieve Total Performance by 4:00 p.m. December 14, 2018.

- (a) Total Performance is defined as the completion of all Work of the Contract, including deficiencies, and submission of all invoices.

D20.2 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.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve the Work of the Contract on an individual work order by the Completion date indicated on that work order, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day past the Work Order completion date during which such failure continues.

D21.2 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D21.3 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D21.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

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_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.
 - (c) Notwithstanding the Public Works Manual of Temporary Traffic Control on City Streets, the contractor shall maintain the worksite setup and safety protocols in a manner that is satisfactory to the Contract Administrator or designate.
- 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 remove trees on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles.

D26. MANITOBA HYDRO SAFETY REQUIREMENTS FOR UTILITY ARBORISTS

- D26.1 Aerial Rescue

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

D26.2 Rated Insulated Aerial Lift Devices

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

D26.3 Insulated Rubber Gloves

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

D26.4 Arc Rated and Flame Resistant Clothing

- (a) All individuals entering or working in an area that poses a danger of, or has been identified as, having a potential electric arc, clothing ignition or flash fire hazard shall wear flame resistant clothing that meets or exceeds the Manitoba Hydro flame resistant clothing standards as described in the most current Manitoba Hydro's Arc Rated and Flame Resistant Clothing Program Guidelines 0015/05, accompanying Request for Quotation 040470 at the time of issuance
- (b) All flame resistant coveralls and overalls must have bright orange-red background material (CSA Z96-09 table 2b) with a minimum of 0.20 m² (310 sq. in.) CSA Z96-09 (High Visibility Safety Apparel) Class 3 compliant retro-reflective trim (arm, leg, front and back, as per CSA-Z96-09 figure B.8) visible from a 360-degree radius. Reflective trim must be flame resistant.
- (c) Alternatively, a CSA Z96-09 Class 2 compliant flame resistant vest meeting Manitoba Hydro's standards may be worn as the outer layer over non-CSA Z96-09 Class 2 flame resistant clothing (example: shirts and pants).

D27. MANITOBA HYDRO LIMITS OF APPROACH FOR UTILITY ARBORISTS

D27.1 Absolute limits of approach shall be adhered to as outlined in Limits of Approach to Live Conductors and Apparatus. No tree trimming Contractor shall trim trees in or around primary distribution circuits when the tree branches are within the Limits of Approach as outlined in this Contract. Trimming will be permitted only after safety precautions of either the following Option 1 or Option 2 have been taken:

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

D27.2 The tree trimmer shall use insulated tools and be wearing rated rubber gloves when trimming at these locations or when there is a potential for electrical contact.

D28. MANITOBA HYDRO ADDITIONAL PRECAUTIONS

- D28.1 A qualified Manitoba Hydro journeyman lineman is responsible for evaluating whether the conductor is in suitable condition for the application of the cover-up.
- D28.2 If the Contractor's personnel are to be involved in the moving of the cover-up within the span by means of the tag line, instruction(s) must be given to them on the precautions to be taken regarding excessive force being employed in pulling the conductors down or in a sideways motion.
- D28.3 Manitoba Hydro and the City reserve the right to impose additional restrictions on the Limits of Approach requirements which may include, but are not restricted to worker qualifications, experience, qualified Manitoba Hydro Safety Watcher and any other requirements deemed necessary to ensure worker and system safety.

D29. EMPLOYEE BEHAVIOR AND SUPERVISION

- D29.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to the Public, City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) leave all furnishings, equipment etc. moved during the course of work, in an "as found" condition at the completion of the work;
 - (e) use their own radio(s) or telephones or cellular telephones necessary for on-site communication; and
 - (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
- D29.2 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.

D30. SITE CLEANING

- D30.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris and in accordance with Part E specifications, other than that caused by the City or by other contractors.
- D30.1.1 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.
- D30.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D31. DAMAGE TO EXISTING STRUCTURES OF PROPERTY

- D31.1 Special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.

- D31.2 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.
- D31.3 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.

D32. ACCESS TO "CITY" PROPERTY

- D32.1 Further to C16, in the event that a tree removal 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 removal service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original removal requirements.
- D32.2 All costs related to returning and removing trees in a location that was initially inaccessible shall be borne by the Contractor.

D33. INSPECTION

- D33.1 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.
- D33.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D34. ORDERS

- D34.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D34.2 Throughout the term of the Contract, the Contract Administrator will issue Work Orders for the removal of ash trees per each Work Order.
- (a) The Contractor is expected to begin Work on the Work Orders as they are issued.
 - (i) 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.

(b) The assignment of work orders is at the sole discretion of the Contract Administrator.

D34.3 The Contractor shall make provisions for a live representative to be available to be contacted directly from 8:00 a.m. to 4:30 p.m., in the case that special situations, concerns and / or emergencies arise. Pagers, answering machines and other delayed response methods are not acceptable.

D34.4 The Contractor shall contact the Contract Administrator (or designate) before 8:00 a.m. each Working Day, when Work on this contract will be occurring, to confirm the location(s) where the removal crew(s) will be working.

D35. RECORDS

D35.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D35.2 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.

D35.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D36. DEFICIENCIES

D36.1 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

D37. INVOICES

D37.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered 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

D37.2 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.

D37.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D37.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D38. PAYMENT

D38.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D38.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D39. WARRANTY

D39.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D13)

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. 1102-2017

PROVISION OF REMOVAL OF ASH TREES

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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 H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D13)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 1102-2017
PROVISION OF REMOVAL OF ASH TREES

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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 D15)

PROVISION OF REMOVAL OF ASH TREES

<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 D15)

PROVISION OF REMOVAL OF ASH TREES

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 AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall remove trees in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Boulevard Tree Removal Services shall be completed in accordance with E3.
- E2.3 Item No. 2 - Park / Greenspace Tree Removal Services shall be completed in accordance with E4.

E3. BOULEVARD TREE REMOVAL SERVICES

- E3.1 The Contractor shall remove designated trees and grind the stumps on a scheduled basis in accordance with the requirements hereinafter specified.
- E3.2 The Contractor shall only remove 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.
 - (b) Work Orders will be based on the number of trees on each block and may contain multiple blocks, single blocks or portions of any one block, at the Contract Administrator's discretion, and may contain removal work on both boulevards and in parks / greenspaces.
 - (c) Trees identified for removal under this contract will be painted with a purple dot by the City.
 - (d) The Contractor shall remove all issued trees regardless of their location, the type of terrain or degree of difficulty. Any changes must be agreed to by the Contract Administrator or designed prior to the Work being started.
- E3.3 The Contractor shall remove trees and grind the stumps in a manner that is satisfactory to the Contract Administrator or designate, and agrees that the Work may be inspected by City personnel.
 - (a) All trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
 - (b) 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.
- E3.4 All waste material (i.e.: branches, logs from the removal operations) shall be chipped and 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) No cut wood material is to be left unattended at any time.
 - (i) If unattended wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.

- (b) This fee may be deducted from any amounts owing to the Contractor by the City.
- E3.5 The Contractor shall remove and dispose of all wood chips resulting from the Work by one or more of the following methods:
- (a) by direct transport from the work site to a pre-approved disposal site;
 - (b) disposal at an appropriate location as per the direction of the Contract Administrator or designate.
 - (c) The costs of all the above operations are to be borne solely by the Contractor.
- E3.6 Pre-approved disposal sites for ash wood chips include:
- (a) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill);
 - (b) Temporary Solid Waste Services wood chip disposal facility south of 33 Fournier Street;
 - (i) No material other than wood chips may be deposited at this site; any other materials including wood, logs or branches from the contractor's load must be removed.
 - (ii) Violation of these rules may result in having dumping privileges revoked.
 - (iii) Use of this site is for this contract only.
 - (c) Alternative wood disposal locations will be considered. Any disposal site not listed in E3.6 must be applied for in writing and approved by the Contract Administrator.
- E3.7 The City reserves the right to inspect the contractor's compound to ensure that no ash wood is being stored there for any length of time, in accordance with the Forest Health Protection Act.
- E3.8 If melting snow reveals removal debris that was left behind after a work site has been approved for payment and payment has been received, the Contract Administrator or designate may require the Contractor to return and clean the site as described in D30, E3.4 and E3.5.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E3.9 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.
- E3.10 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.
- E3.11 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree removal Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the 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 or removal arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E3.12 The Contractor shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree removal Work.

- E3.13 If the removal is not complete the same day it was initiated, no material (i.e. brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent three (3) business days, or by the end date on the Work Order, whichever date is sooner.
- E3.14 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form B: Prices:
- (a) Class 1 – 0 cm to 19.9 cm;
 - (b) Class 2 – 20 cm to 39.9 cm;
 - (c) Class 3 – 40 cm to 59.9 cm;
 - (d) Class 4 – 60 cm to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E3.15 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 $\frac{1}{2}$ 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.
- E3.16 Where multiple trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.

E4. PARK / GREENSPACE TREE REMOVAL SERVICES

- E4.1 The Contractor shall remove designated trees and grind the stumps on a scheduled basis in accordance with the requirements hereinafter specified.
- E4.2 The Contractor shall only remove 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.
 - (b) Work Orders will be based on a park or greenspace, or portion thereof.
 - (c) Trees identified for removal under this contract will be painted with a purple dot by the City.
 - (d) The Contractor shall remove all issued trees regardless of their location, the type of terrain or degree of difficulty. Any changes must be agreed to by the Contract Administrator or designate prior to the Work being started.
- E4.3 The Contractor shall remove trees and grind the stumps in a manner that is satisfactory to the Contract Administrator or designate, and agrees that the Work may be inspected by City personnel.
- (a) All trees that are removed shall be completely chipped at a place as close as possible to the park where the Work is being conducted without causing damage to the park, regardless of the size of the tree.
 - (b) 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.

- (c) Some trees in parks and greenspaces may not be accessible by aerial device. Tree climbing may be required to complete this work.
- E4.4 All waste material (i.e.: branches, logs from the removal operations) shall be chipped and 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) No cut wood material is to be left unattended at any time.
 - (i) If unattended wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (b) This fee may be deducted from any amounts owing to the Contractor by the City.
- E4.5 The Contractor shall remove and dispose of all wood chips resulting from the Work by one or more of the following methods:
- (a) by direct transport from the work site to a pre-approved disposal site;
 - (b) disposal at an appropriate location as per the direction of the Contract Administrator or designate.
 - (c) The costs of all the above operations are to be borne solely by the Contractor.
- E4.6 Pre-approved disposal sites for ash wood chips include:
- (a) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill);
 - (b) Temporary Solid Waste Services wood chip disposal facility south of 33 Fournier Street;
 - (i) No material other than wood chips may be deposited at this site; any other materials including wood, logs or branches from the contractor's load must be removed.
 - (ii) Violation of these rules may result in having dumping privileges revoked.
 - (iii) Use of this site is for this contract only.
 - (c) Alternative wood disposal locations will be considered. Any disposal site not listed in E4.6 must be applied for in writing and approved by the Contract Administrator.
- E4.7 The City reserves the right to inspect the contractor's compound to ensure that no ash wood is being stored there for any length of time, in accordance with the Forest Health Protection Act.
- E4.8 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 D30, E4.4 and E4.5.
- (a) Any costs associated with this clean up shall be borne by the Contractor.
- E4.9 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;
- E4.10 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.
- E4.11 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree removal Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the 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 removal arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements
- E4.12 The Contractor shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree removal Work.
- E4.13 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 three (3) business days, or by the end date on the Work Order, whichever date is sooner.
- E4.14 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres, as shown on Form B: Prices:
- (a) Class 1 – 0 cm to 19.9 cm;
 - (b) Class 2 – 20 cm to 39.9 cm;
 - (c) Class 3 – 40 cm to 59.9 cm;
 - (d) Class 4 – 60 cm to 79.9 cm;
 - (e) Class 5 – 80 cm and greater.
- E4.15 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 $\frac{1}{2}$ 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.
- E4.16 Where multiple tree trunks are joined aboveground at any height, they are to be considered one (1) multi-stem tree.

E5. LOCATION AND SCHEDULE OF WORK

- E5.1 All Work under this contract shall be assigned by supplying the Contractor with a series of Work Orders with Site locations.
- E5.2 The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and/or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.
- E5.3 The Contractor'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.

- E5.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.
- E5.5 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.
- E5.6 The Contractor shall begin the Work assigned on a Work Order on site no more than ten (10) days from the issue date of that Work Order. The date that the Contractor commences work on the Work Order is the Commencement Date for that Work Order.
- (a) The Contractor shall complete the Work on each Work Order by the end date indicated on the Work Order.
 - (b) Saturdays, Sundays, and Statutory holidays shall not be counted as Working Days unless the Contractor completed work for this contract on those days.

E6. COMPLETION OF WORK

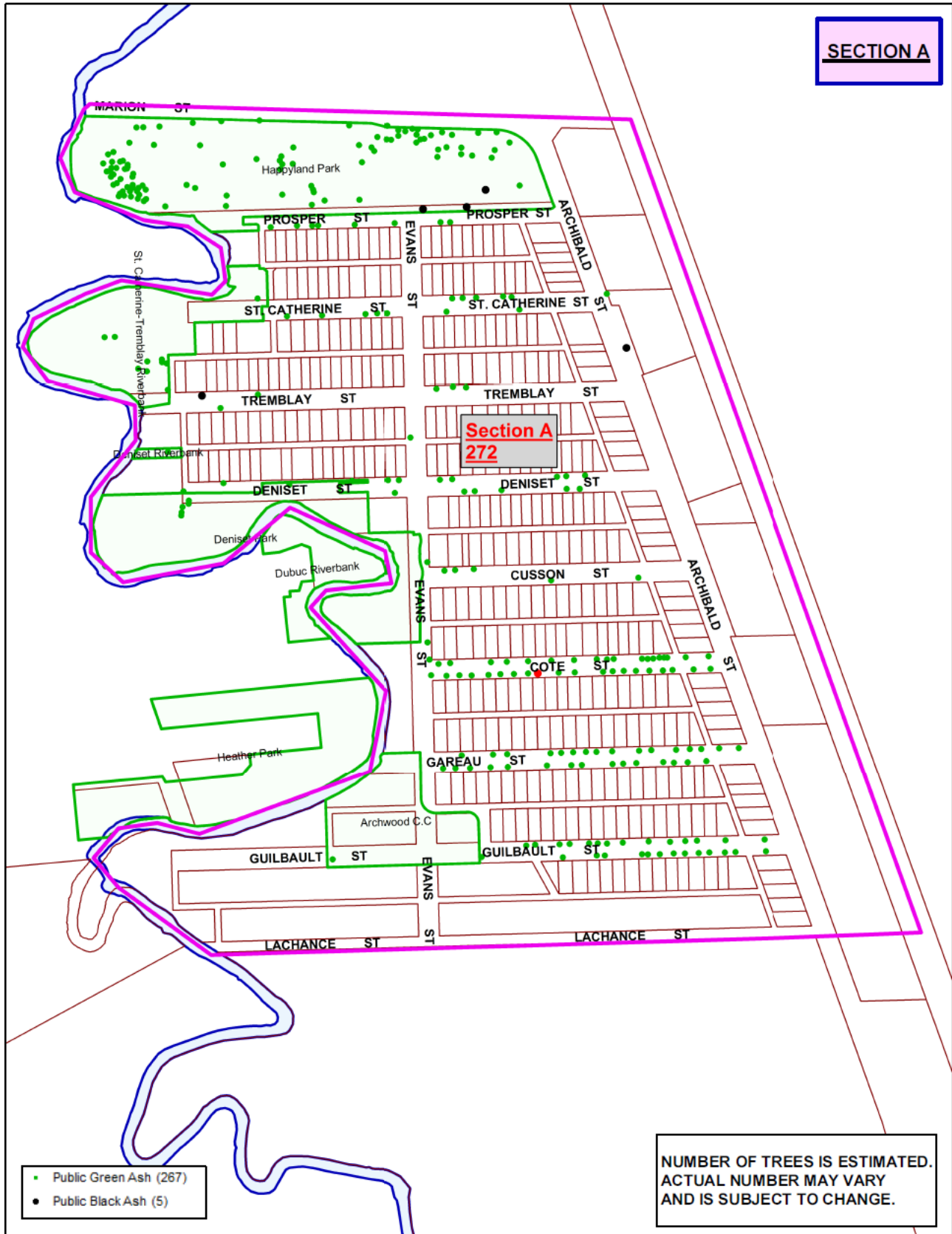
- E6.1 The Contractor shall complete the work in accordance with the schedule described in E5.6.
- E6.2 If a Work Order is not complete in accordance with D16, D19, D20 and E5.6, Liquidated Damages shall apply.

E7. SITE LOCATIONS

- E7.1 The Contractor is advised that the Work Site locations shown in E8 may not identify the exact area requiring Tree 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, at the discretion of the Contract Administrator.
- E7.2 The Contractor is advised that the number of tree removals indicated in each Section is approximate and subject to change.

E8. SECTION MAPS

E8.1 Section A



E8.2 Section B



E8.3 Section C

