



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 984-2014

CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CHIPPING OF CHRISTMAS TREES AND DEPOT MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 28, 2014.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

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

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

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

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

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

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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 B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

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 in ink, to constitute a responsive Bid.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a)
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

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

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

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

B9. BID

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his/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 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/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;
- (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.

B9.4.2 All signatures shall be original.

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. QUALIFICATION

- B11.1 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.
- B11.2 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>
- B11.3 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).
- B11.4 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.
- B11.5 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.

B12. ELIGIBILITY

B12.1 The following organizations have provided information with respect to the Bid Opportunity. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this disclosure. The organizations are:

- (i) Shurwood Forest;
- (ii) Kildonan Tree Service Ltd.;
- (iii) Green Drop Ltd.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bid Submissions will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 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.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16 .

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the chipping of Christmas trees, other Trees and branches, and Depot Maintenance for the period from December 15, 2014 until April 1, 2016, with the option of up to two (2) mutually agreed upon one (1) year extensions.

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

- (a) The chipping of Christmas trees, Other Trees and branches deposited during the "Let's Chip-in" program at various program depots.
 - (i) For historical information on the "Let's Chip-In" Program please follow the link: <http://winnipeg.ca/waterandwaste/recycle/chip.stm>
- (b) The maintenance of the depots within Winnipeg within Chip-In Program dates for the period of December 15 to April 1:
 - (i) Removal and disposal of contaminated material and garbage from stockpiles and Depot area;
 - (ii) Snow clearing in and around Depot areas;
 - (iii) Depot clean-up including the removal of Mulch, and the chipping of remnant Trees, branches and stumps; and
 - (iv) Upon Program completion, the removal of Debris from the Depot area as per the Contract Administrator.
- (c) The Decommissioning of the all the Chip-In Depots between the period of February 2 - April 1.
- (d) The chipping of Trees, on an as-required basis, deposited at various locations within the City of Winnipeg for the period of April 2 to December 14.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Mulch**" means any wood material free of Contaminated Material that has been chipped to ≤ 50 mm.;
- (c) "**Contaminated Material**" means program and non-program related material deposited at the Depot locations, including but not limited to tinsel, plastic bags, wire forms, nails, boxes, processed wood and other material.;
- (d) "**Debris**" means any material (trees or refuse) regardless of size that is inside or outside of a Depot;
- (e) "**Depot**" means the enclosure including an area within a 50 metre diameter of the enclosure;
- (f) "**Trees**" means a Christmas tree and/or deciduous tree branches or stumps, inclusively or interchangeable.
- (g) "**Let's Chip In Program**" means the official Christmas tree recycling program conducted by the City of Winnipeg between December 15 and February 1 of each calendar year.

- (h) “**Annual Clean-up**” means the period of time between February 2 and April 1 where a complete clean-up of the Depot occurs. All Debris and program remnants are removed and the site is returned to the state at which it was prior to the start of the program.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Mark Kinsley, C.E.T.
Recycling Technologist III

Telephone No. 204- 986-4471
mkinsley@winnipeg.ca

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204-949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. INSURANCE

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

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

D9.2 Deductibles shall be borne by the Contractor.

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

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

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 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.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall not commence the Work on the Site before December 15, 2014

D10.4 The City intends to award this Contract by December 8, 2014.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance within one hundred and twenty (120) consecutive Working Days of the commencement of the Work as specified in D10 for each year of the contract.
- D11.2 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.
- D11.3 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 notice of Total Performance is the date on which Total Performance has been achieved.

D12. LIQUIDATED DAMAGES

- D12.1 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.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D13. JOB MEETINGS

- D13.1 Regular weekly job meetings may be held at a predetermined site. These meetings shall be attended by a minimum of one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D14.1 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).

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D15.1 Further to D14, 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 B11.3(c).

D16. SAFETY

- D16.1 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.
- D16.2 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.
- D16.3 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 work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) it is mandatory that all proper personal protective equipment is worn by all persons employed in the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection;
 - (iii) safety foot wear; and
 - (iv) safety reflective vest or equivalent article of upper body outer later clothing.

D17. INSPECTION

- D17.1 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.
- D17.2 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.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg – Let's Chip In Program
[Solid Waste Services Division](#)
[1120 Waverley Street](#)
[Winnipeg, Manitoba](#)
[R3T 0P4](#)

- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the proper name and address of the Contractor
 - (b) the City's purchase order number;
 - (c) date of invoice;
 - (d) date, name of depot, and time of work performed;
 - (e) type and quantity of work performed at each depot. All the "Trees" material that is chipped shall be the equivalent of one (1) standard Christmas tree, eg. All chipped branches, regardless of species, shall be reasonably accumulated and charged in amounts equivalent to one (1) standard Christmas tree;
 - (f) the amount payable with GST and MRST shown as separate amounts; and
 - (g) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B8.7.

D19. PAYMENT

D19.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. PAYMENT SCHEDULE

D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C12, Warranty shall not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
GRE0001R04	Christmas Tree Drop Off Depots

E1.3 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. LOCATIONS AND SCHEDULE OF WORK

E2.1 Chipping of all stockpiled trees between December 15 through April 1 each year at the following depots:

- (a) Kildonan Park – 2015 Main Street (Rainbow Stage Parking Lot);
- (b) Fire Station 17 – 1501 Church Avenue;
- (c) St. James Civic Centre – 2055 Ness Avenue;
- (d) Charleswood Centre – 3900 Grant Avenue (Southwest Corner of Safeway Parking Lot);
- (e) Vimy Arena – 255 Hamilton Avenue;
- (f) Winnipeg Soccer Complex – 900 Waverley St.(Northwest corner of Parking Lot);
- (g) St. Vital Park – 190 River Road;
- (h) Panet Recycling Depot – 429 Panet Road;
- (i) King's Park – 198 King's Drive;
- (j) Kilcona Park – 1229 Springfield Road (Lagimodiere and McIvor Parking Lot); and
- (k) Whittier Park – Northeast corner of Darveau Street and Tache Avenue (access from the backlane – the chipping of all stockpiled Trees shall take place after February 20th or upon authorization from the Contract Administrator.

E2.2 The Depots are open to the public full-time for those depots on open parking lots, adjacent to public streets. Sites in Regional Parks are open from 8:00 am to 10:00 pm.

E2.3 The City reserves the right to add or delete Depots, within the boundaries of the City, or alter the type or quantity of work to be performed at any site as required by changes in its operations during the term of the Contract.

E3. SERVICES

E3.1 During the "Let's Chip-In" Program dates the Contractor shall chip all Trees from all "Let's Chip-In" locations and deposit the finished Mulch in a stockpile at each Depot and Maintain each Depot in accordance with the requirements set out in E3.4.

E3.2 All of the locations stated in E2.1 are multi-use facilities and are in use with various civic programs throughout the year. In most cases, the areas designated for the "Let's Chip-In" Program are small in size and located in the facility's parking lots. In all locations, the Contractor must ensure that all main right-of-ways and fire lanes are free of material (Trees, branches and Mulch) and Debris.

E3.3 The Contractor is expected to chip Trees at each Depot, several times throughout the "Let's Chip-In" Program period, including daily, if required. The Contractor shall:

- (a) Provide at his/her expense, traffic control staff, informational signage, directional devices, barricades and fencing for notifying others that the Contractor is working and for preventing unauthorized traffic flow within the specified Work area. The Contractor shall erect, move, place, relocate and maintain these devices as required;
- (b) Provide at his/her own expense, any equipment required for completion of the Work. This equipment may include trucks, skid-steer loaders, front-end loaders etc;
- (c) Provide a chipper or grinder that must:
 - (i) be able to process trees, brush, tree limbs and branches to a finished product size not greater than 50 mm;
 - (ii) have a discharge chute capable of discharging mulch into a stockpile or truck; and
 - (iii) be operated in a manner which is safe for the operator, other workers, City employees, and the general public.
- (d) The City does not staff the Depots and because of this, the material may be in a tight stockpile or spread along the ground depending on how the public have placed the Trees;
- (e) Contaminated Material must be removed immediately, as stated in E3.4(a)(ii) from the Tree stockpile;
- (f) Once chipping at the Depot is completed, the Contractor shall leave a single stockpile of Trees (less than six (6) Trees) at the back of the Depot. Under no circumstances should there be numerous piles of trees, trees scattered individually or any large amount (greater than six (6)) of trees left after chipping;
- (g) During the "Let's Chip-In" program dates, the Contractor shall leave Mulch at all the Depots so residents are able to take small quantities for their personal use. The amount of Mulch to remain at the Depots will be decided by the Contract Administrator;
- (h) Stockpiled Mulch shall not impede traffic or site activity and does not hamper the movement or removal of the temporary fences;
- (i) At the end of the program, as per the Contract Administrator, all remaining Mulch shall be collected and remaining trees shall be mulched and deposited into the Contractor's vehicle (not left on site) for further use by the Contractor; or the material may be deposited at the compost area located at the Brady Road Resource Management Facility (BRRMF) and/or an alternate location approved by the Contract Administrator. All costs associated with the transport of material to an approved facility or the BRRMF is included in Item 1 of Form 'B' Prices. Tipping fees will not be assessed for this material;
- (j) The Contractor shall charge the unit price for all chipping of Trees between December 15 and April 1 as described in Item No.1 of Form B: Prices. All the "Trees" material that is chipped shall be the equivalent of one (1) standard Christmas tree, eg. All chipped branches, regardless of species, shall be reasonably accumulated and charged in amounts equivalent to one (1) standard Christmas tree;
- (k) The Contractor should take all necessary precautions to minimize his exposure to acts of theft and vandalism to his/her equipment. The City accepts no responsibility for damage, vandalism or theft to any equipment stored at any Depot by the Contractor; and
- (l) The Contractor shall provide and maintain a local Winnipeg telephone number, cell phone and email at all times during the dates and times for both components of the Contract and a facsimile machine from 8:30 am to 6:00 pm, not including Saturdays and Sundays and statutory holidays at which orders and/or enquiries may be placed.

E3.4 Depot Maintenance

- (a) The Contractor is responsible for maintaining Depot cleanliness during the "Let's Chip-in Program" dates:
 - (i) on an as-required basis, during the "Let's Chip-In Program", the Contractor shall clear snow away from the drop off area to a safe and suitable location on-site to maintain adequate access to and inside the depot, all the while not impeding other activity in the area as per the Contract Administrator; and
 - (ii) the Contractor is responsible for the removal and disposal of all Debris and Contaminated Material including but not limited to plastic bags, tinsel and tree

stands. To minimize illegal dumping, this material shall be removed at the same time as chipping at each Depot.

- (b) The City will not be responsible for any damage to equipment or injury to workers as a result of contamination within the stockpile;
- (c) As-required chipping of all stockpiled Trees will take place Monday to Friday;
- (d) City staff and the Contractor will estimate the amount of stockpiled Trees in cubic metres to be chipped for invoicing purposes; and
- (e) For the first cubic metre of stockpiled trees to be mulched each day, the Contractor will charge the unit price in Item No.2 on From B: Prices. This price includes costs associated with equipment mobilization and site preparation. For the remaining volume of trees/branches chipped that day, the Contractor shall charge the unit price for the additional cubic metres as described in Item No.3 of Form B: Prices.

E4. FESTIVAL DU VOYAGEUR AND THE FORKS RIVER TRAIL

- E4.1 From the commencement of the "Let's Chip-In" Program until approximately February 15, the City will supply Christmas Trees to the Festival Du Voyageur and The Forks River Trail, programs. To coordinate the collection of the Christmas Trees with these organizations, the Contract Administrator will notify the Contractor when and from which Depots these organizations will collect the trees.
- E4.2 Further to E4.1, at Depots designated by the Contract Administrator, Christmas trees that are robust and in good condition shall be left whole by the Contractor. These trees will be made available for use by the Festival Du Voyageur and The Forks River Trail representatives. All other trees shall be mulched as per Contract specifications.
- E4.3 Further to E4.2, the Contractor shall mulch the Trees at the locations utilized by the above organizations between March 15 and April 1 as per the direction of the Contract Administrator. The Contractor will charge the unit price in Item No.1 on From B: Prices.

E5. COMPOSITION OF MULCH

- E5.1 The material to be chipped during the "Let's Chip-In" Program is comprised primarily of coniferous (evergreen) trees. There may also be some portions from deciduous trees deposited in the same pile as the coniferous trees as well as wood tree stands.
- E5.2 The Contractor is responsible for the removal of Contaminated Material from the Trees prior to chipping, including but not limited to plastic bags, tinsel, decorations, lights and tree stands which can contaminate the Mulch.

E6. LITTER CONTROL

- E6.1 The chipping process shall not produce litter that is allowed to blow away from the chipping areas. On those days, when in the opinion of the Contract Administrator, the wind will blow litter (e.g. plastic tree bags) outside the designated work area; the Contractor shall be required to alter his operation in order to prevent the litter from scattering. If this is not practical or effective, the Contract Administrator may order the chipping operation to be discontinued until conditions permit a litter free operation to resume.

E7. ANNUAL CLEAN-UP OF DEPOTS

- E7.1 At the end of the winter season, a complete Depot clean-up will be required. The Contract Administrator reserves the right to include or not include this portion of the work in the contract to be performed by the Contractor in any given year during the contract. Upon award of this work to the Contractor, they will have fourteen (14) calendar days upon notice from the Contract Administrator to perform the clean-up at all designated Chip-In Depot locations. The Contractor will charge the unit price for all Trees chipped as described in Item No.1 on From B: Prices along with the rest of the work at the unit price as described in Item No.4 on From B: Prices.

E7.2 This work at the Depots will include but is not limited to:

- (a) Chipping of any excess trees and/or branches and the removal and delivery of this material and any existing mulch to the compost area at Brady Road Landfill or other designated location within the City of Winnipeg.;
- (b) The manual and/or mechanical removal of program tailings, Trees, Debris and Mulch; and
- (c) Returning the cleanliness of the Depot to a condition that is acceptable to the Contract Administrator.