



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 109-2017

**PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES / MISCELLANEOUS
TREES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES / MISCELLANEOUS TREES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 15, 2017.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that example sites will be provided by the Contractor Administrator upon request. These sites are provided as examples only. The City is under no obligation to issue these exact sites as Work under this contract.

B3.3 The Bidder is responsible for determining:

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

B6. ADDENDA

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

B7. SUBSTITUTES

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

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

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with.
- 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, 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.
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

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

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

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

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

B9. BID

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

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

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

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

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

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

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

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

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

B10. PRICES

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

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

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

B11. DISCLOSURE

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

B12. QUALIFICATION

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide to the satisfaction of the Contract Administrator valid Manitoba Arborist Licenses for all employees removing trees during the course of the Contract, prior to the employee conducting tree removal operations.
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the

Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) 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
- (b) 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
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

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

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their 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, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

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

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

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in (b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7;
 - (e) cost to administrate multiple contracts.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(c), the Unit Price shall be the unit price for each item shown on Form B: Prices.
- B16.5 This Contract may be awarded by Item.
- B16.5.1 The City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated Bid for that Item and shall have the right to choose the alternative which is in its best interests.
- B16.6 Bidders are not required to bid on all items.
- B16.7 Further to B16.5, the City will establish a call-out list for the Services required on Form B: Prices. When the City requires services as required on Form B: Prices, the City will send a Request for Estimates via electronic mail (email) to the three (3) lowest qualified Bidders that meet the evaluation criteria stated in B16.1. Items are assigned to Bidders on the call-out list based on lowest total cost per Work Site.

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.
- (a) The City will, at its option, award this contract to multiple bidders to establish a Call List.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder(s) 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 removal of Dutch elm diseased trees / miscellaneous trees for the period from the date of award until December 20, 2017 with the option of four (4) 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 End dates for each extension year will be established by the Contract Administrator at the time of negotiation.

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

- (a) Tree Removals on boulevards, in parks and/or private properties;
- (b) Chipping of material;
- (c) Stump removal services, and
- (d) Proper removal and disposal of excess removal / stumping material

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.

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

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Karen Asmundson
Technician II

Telephone No. 204 986-2008

Email Address. kasmundson@winnipeg.ca

D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 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.
- D4.2 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.
- D4.2.1 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.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

D8.1 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;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

D8.4 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.

D8.5 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.

D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>

D10. SAFETY ORIENTATION FORM

D10.1 The Contractor shall complete Form M: Tree 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.
- (i) Notwithstanding Form M; 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.

D11. SUBCONTRACTOR LIST

D11.1 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.

D11.2 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

D11.3 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.

D12. EQUIPMENT LIST

D12.1 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.

D12.2 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.

D12.3 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.

D12.4 A valid annual Dielectric Testing Certificate shall be required for all aerial device units used in the contract.

D12.5 A valid annual Structural Inspection Report shall be required for all aerial device units used in the contract.

D12.6 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.

D12.7 Should the Contract Administrator allow the additional Equipment to be added post contract commencement, the Contractor shall submit all qualifying documents for the proposed Equipment at least one (1) Business Day before the Equipment can be used in the Contract.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 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.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) Safe Work Plan as specified in D9
 - (v) Safety Orientation Form (Form M) as specified in D10
 - (vi) Subcontractor List (Form J) as specified in D11
 - (vii) Equipment List (Form K) and all associated certificates as specified in D12
 - (viii) Manitoba Arborist Licence(s) as specified in B12.3(d)
 - (ix) the Security Clearances specified in F1; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. WORKING DAYS

- D14.1 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.
- D14.2 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.
- D14.3 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Work on each Work Order shall commence by the Start Date specified on that Work Order;
 - (b) Work on each Work Order shall be completed by the Completion Date specified on that Work Order;
 - (c) Work shall be completed in accordance with PART E - Specifications.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Critical Stages in accordance with the Contract by the dates fixed on each Work Order for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage: Work Order Start Date – two hundred fifty dollars (\$250);
 - (b) Critical Stage: Work Order Completion Date – five hundred dollars (\$500);
- D16.2 The amounts specified for liquidated damages in D16.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

- D17.1 Special care shall be taken to avoid damage to existing structures or properties during the course of the work.
- D17.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, is the responsibility of the Contractor and shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

D18. ACCESS TO “CITY” PROPERTY

- D18.1 Further to C9.1, 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 removal in the next accessible location. Once the said location becomes accessible, the Contractor shall return to complete the original removal requirements.
- D18.2 All costs related to returning to and removing trees in a location that was initially inaccessible shall be borne by the Contractor.

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

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

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D20.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D21. SAFETY

- D21.1 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.
- D21.2 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.
- D21.3 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;

D22. PUBLIC SAFETY / TRAFFIC CONTROL

- D22.1 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
- D22.2 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:

- D22.3 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.
- D22.4 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
- D22.5 Residential Street Closures can be closed using the following protocol:
- (a) Contact Traffic Services by phone at 204-986-6006 1 week in advance to request the road closure and receive a Use of Street permit.
 - (i) It is possible that the Permits Staff will decide that a Use of Street will not be necessary. If they decide that the permit is not required, the Contractor can accept that as permission to close the street using control measures described in the Public Works Manual of Temporary Traffic Control. . If no permit is issued, the contractor takes responsibility for installing No Parking Signs, and Emergency Services doesn't need to be notified as long as there is room for emergency vehicles to get past the worksite should they need to.
 - (ii) If a Use of Street Permit is issued, Traffic Services will install the No Parking Signs 24 hours before the road closure, as well as contact Emergency Services and Transit as necessary.
 - (b) It is acceptable to prune trees on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles.
- D22.6 If workers are operating / feeding a chipper on the street where they could be exposed to moving traffic, a blocker / buffering vehicle is required to be positioned behind the chipper.

D23. SITE CLEANING

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D23.1.1 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.
- D23.1.2 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.
- D23.1.3 No cut elm material at a work site is to be left unattended at any time.

D24. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D24.1 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 City staff and other persons during the course of work;
 - (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 at the worksite, that it is kept secure from entry by unauthorized persons.

D25. ORDERS

- D25.1 Throughout the term of the Contract, the Contract Administrator will issue Requests for Estimates, on an “as required” basis.
- D25.2 Contractors on the call list are expected to provide estimates for all Sites listed on the Request for Estimate. The estimate should include number of hours per site, total cost per site, total cost for all sites listed, and total cost for all sites listed if the entire list of Sites is assigned to that Contractor. Estimates are to be delivered to the Contract Administrator via email within three (3) Business Days of receiving the Request for Estimate. Requests for Estimate are described in E2.2(c), E2.3(c), and E2.4(c).
- (a) If any Contractor on the Call List does not provide estimates as per D25.2, they relinquish any claim to that work.
- D25.3 Estimates will be evaluated by the Contract Administrator for the purpose of creating Work Orders. Work Orders will contain a list of work sites assigned to each contractor to complete. Assignments are made based on lowest price per site.
- (a) Notwithstanding D25.3, the City can, at its option, assign the entire list of Sites on any one Request for Estimate to any one Contractor on the Call List if the price is lower to assign the entire list to one company.
 - (b) Notwithstanding D25.9, receipt of a Work Order can be seen as approval by the Contract Administrator to commence Work at these specific sites for the prices and timeframes listed in their submitted estimates.
- D25.4 The Contractor shall provide a local Winnipeg telephone or facsimile number or a toll-free telephone or facsimile number. If possible the Contractor shall provide an e-mail address during the term of the Contract at which orders for delivery may be placed.
- D25.5 Contractor shall make provisions to receive orders, by any of the means identified in D25.1 at all times between 8:00 a.m. and 4:30 p.m., on Working Days.
- D25.6 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.
- D25.7 If the event where the Contractor declines the work requested on the work order, the Contractor shall, no later than two (2) Working Days from the date shown on the work order or request for services, submit a written notice declining the work and identifying the specific reason(s) therefore.
- D25.8 At the Contract Administrators option, copies of Dutch Elm Disease Detection Records for specific trees may be given to the Contractor to aid in the planning and undertaking of the Work. These documents are provided as reference only. If there is ever a discrepancy between information written on the Detection Record and the Contract, the Contract shall override such information.
- D25.9 The Contractor shall contact the Contract Administrator 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.

D26. INSPECTION

- D26.1 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.
- D26.2 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.
- D26.3 Further to C10, the City will impose a re-inspection fee of fifty dollars (\$50.00) per site inspection(s) for each additional inspection required to ensure compliance with the specifications for final acceptance of services received. Payment of invoices will be pending the outcome of any inspections that occur. This fee is in addition to the fixed sum for deficiencies for work within this Contract.
- D26.4 Inspections may include the following:
- (a) Inspect progress of work to be completed;
 - (b) Inspect for final acceptance of services received based on invoice;
 - (c) Inspect for completion of deficiencies at Work Site, if any.
- D26.5 Inspect for final acceptance of services based on invoices received by Contractor. If services still are in a deficient state then the inspection fee will be charged each time after each inspection is made until Work is determined to be acceptable.

D27. DEFICIENCIES

- D27.1 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.
- D27.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D27.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D27.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D27.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D28. INVOICES

D28.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

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

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

D28.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase and work order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (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.

D28.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D28.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D29. PAYMENT

D29.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D30. WARRANTY.

D30.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM K: EQUIPMENT
(See D12)

PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES / MISCELLANEOUS TREES

<p>1. Category/type: Aerial Truck</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:</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: Tandem / Chip Truck / Dump</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 D12)

PROVISION OF REMOVAL OF DUTCH ELM DISEASED TREES / MISCELLANEOUS TREES

4. Category/type: Pick-up Truck / Blocker Vehicle
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
5. Category/type:
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
Make/Model/Year: _____ Serial No.: _____
Registered owner: _____
6. Category/type: Stump Grinder / Chipper / 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 REMOVAL SAFETY ORIENTATION FORM
 (See D10)

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

Topics	Provincial and/or Federal Regulation		City of Winnipeg		Remarks
Hard Hats	X				
Work Boots	X		X		Grade 2, steel toe or Forestry rated
Eye Protection	X				Safety glasses and face shield required for chipper operation
Hearing Protection	X		X		
Chainsaw Pants	X				
Work Clothing	X				
Traffic Control	X				
First Aid	X				
Fall Arrest	X				
Work Clearance Request MH-X1371	X				Application to operate adjacent to overhead power lines
Spill Response Kits			X		Approved kit at each work site
Limits of Approach			X		As outlined in Bid Opportunity
Insulated Aerial Lift Devices			X		As outlined in Bid Opportunity
W210 Regulations	X				Responsibilities of Prime Contractor
Personal Injuries	X				All injuries <u>MUST</u> be reported immediately to the Contract Administrator
ANSI Z 133.1	X				

 Urban Forestry Branch Representative

Phone: _____

Date: _____

 Contractor's Representative

Phone: _____

Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

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

E2. SERVICES

- E2.1 The Contractor shall remove Dutch elm diseased trees and/or remove miscellaneous trees in accordance with the requirements hereinafter specified.
- (a) It is the responsibility of the Contractor to determine which Removal Type (ie which hourly rate) will apply for each Private Property tree for Tree Removal Type 2, Private Properties – Aerial Device and Tree Removal Type 3, Private Properties - Climber.
- (i) Public Property trees are always Tree Removal Type 1, Public Properties.
- E2.2 Item No. 1 – Tree Removal Type 1, Public Properties shall be the removal and disposal of Dutch elm diseased trees / miscellaneous trees located on Public Boulevards or in Public Parks that allow for Aerial Truck Access, ie a site where an aerial truck can be parked to access the tree is near the worksite. Stump removal is required.
- (a) The Contractor shall remove elm trees marked with numbered orange or red flagging tape and/or orange tree marking paint and specifically described in work orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings;
- (i) the Contractor may be requested by the Contract Administrator to remove other types of trees and trees not suffering from Dutch elm disease;
- (b) The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the contract.
- (c) Contractors will be provided periodically, on an “as requested” basis throughout the term of the Contract, with Requests for Estimates from the Contract Administrator or his or her designate.
- (i) Each Request for Estimate will contain a list of requested tree work. Requests for Estimate will contain:
- ◆ DED Tag Number(s)
 - ◆ Tree location(s) (which may include street addresses),
 - ◆ Property Type(s) (public or private)
 - ◆ Tree Species (if other than American Elm),
 - ◆ DBH (in cm) / height (in meters)
- (ii) The Contractor will send an estimate back to the Contact Administrator within three (3) Business Days from the date that the work order was sent, and prior to any of the requested tree work being completed.
- (a) Estimates for each item of requested tree work shall include:
- (i) DED tag number
- (ii) Tree location
- (iii) Removal Type (1, 2, or 3)
- ◆ Removal Type is determined by the Contractor for Removal Types 2 and 3

- (iv) Hourly Rate (based on Removal Type)
- (v) Number of hours required
- (vi) Total Cost for item
- (vii) Total Cost for all items on Request for Estimate
- (viii) Total Cost for all items on Request for Estimate if entire list of requested tree work is assigned to one Contractor.
 - ◆ The Contractor may determine that the hours required to complete the entire list of Sites listed on the Request for Estimate are different than the hours required to complete the Sites if they were assigned individually.
- (iii) Contractors are encouraged to visit the sites specified on the work orders and look at the trees first hand to aid in the determination of a price estimate for each work item.
- (iv) All Contractors on the call list may be asked to submit an estimate at any time for the duration of the Contract.
- (d) Once the Requests for Estimate have been evaluated by the Contract Administrator, Work Orders will be sent out to Contractors based on lowest price per site.
- (e) When a Work Order is issued to a Contractor, the Work shall be completed in accordance with E3 Location and Schedule of Work.
- (f) 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.
- (g) The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (h) Where the Work Site is on *Public* property (ie boulevards or public parks), 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.
- (i) Stumping is to be completed within the timeframe given for completion of the work order, regardless of weather or surface conditions (e.g. snow, other plant material, etc). Time costs required to complete stumping operations should be included in the Estimate for each Site. Stump grinding is required for all tree removals on public property (Tree Removal Type 1 Worksites).
- (i) Vehicles must remain on existing public roads unless specific written permission for off road use is obtained from the property owner.
- (j) The Contractor shall dispose of all material resulting from the Work immediately by one, or more, of the following methods:
 - (i) Remove to a designated City of Winnipeg landfill site; or
 - (ii) Chip and remove chipped material to an appropriate location.
- (k) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contractor Administrator with a copy of all weigh bills received at the time each corresponding invoice is submitted.
- (l) No cut elm material is to be left unattended at any time.
- (m) The Contractor shall maintain the Sites of the Work in tidy condition and free from accumulation of waste and debris. This shall include, but not be limited to:
 - (i) raking of all grassed/snow covered areas: and
 - (ii) sweeping of all hard surfaced areas.
- (n) 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 property owner and the Contract Administrator or designate.

- (o) The Contractor shall complete removal operations on each Site within five (5) Working Days of commencement of work on that Site, unless otherwise approved in writing by the Contract Administrator at the time the Work Order is approved. Removal operations shall not be deemed complete until the site is cleaned as per (j) and (m) and stump is removed as per (h).
- (i) The timeframe per site described in (o) is not cumulative for the work order. The completion date listed on the work order is the date that all the work sites listed on the work order are to be completed by.
- (p) 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 laws/by-laws affecting streets, safety, hours of work noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.

E2.3 Item No. 2 – Tree Removal Type 2, Private Properties, Aerial Device shall be the removal and disposal of Dutch elm diseased trees / miscellaneous trees from private properties where an aerial truck crew is the primary force utilized for the removal operation. Example: Tree in front, side or back yard of a private residence that is not fenced, possible for aerial truck to park on an adjacent street to access the tree. Stump must be cut to ground level. Stump grinding not required and is not included in the service for Tree Removal Type 2, Private Properties, Aerial Device. .

- (a) The Contractor shall remove elm trees marked with numbered orange or red flagging tape and/or orange tree marking paint and specifically described in work orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings;
 - (i) the Contractor may be requested by the Contract Administrator to remove other types of trees and trees not suffering from Dutch elm disease;
- (b) The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the contract.
- (c) Contractors will be provided periodically, on an "as requested" basis throughout the term of the Contract, with Requests for Estimates from the Contract Administrator or his or her designate.
- (i) Each Request for Estimate will contain a list of requested tree removal work. Requests for Estimate will contain:
 - ◆ DED Tag Number(s)
 - ◆ Tree location(s) (which may include street addresses),
 - ◆ Property Type(s) (public or private)
 - ◆ Tree Species (if other than American Elm),
 - ◆ DBH (in cm) / height (in meters)
- (ii) The Contractor will send an estimate back to the Contact Administrator within three (3) Business Days from the date that the work order was sent, and prior to any of the requested tree work being completed.
 - (a) Estimates for each item of requested tree work shall include:
 - (i) DED tag number
 - (ii) Tree Location
 - (iii) Removal Type (1, 2, or 3)
 - ◆ Removal Type is determined by the Contractor for Removal Types 2 and 3
 - (iv) Hourly Rate (based on Removal Type)
 - (v) Number of hours required
 - (vi) Total Cost for item

- (vii) Total Cost for all items on Request for Estimate
- (viii) Total Cost for all items on Request for Estimate if entire list of requested tree work is assigned to one Contractor.
 - ◆ The Contractor may determine that the hours required to complete the entire list of Sites listed on the Request for Estimate are different than the hours required to complete the Sites if they were assigned individually.
- (iii) Contractors are encouraged to visit the sites specified on the work orders and look at the trees first hand to aid in the determination of a price estimate for each work item.
- (iv) All Contractors on the call list may be asked to submit an estimate at any time for the duration of the Contract.
- (d) Once the Requests for Estimate have been evaluated by the Contract Administrator, Work Orders will be sent out to Contractors based on lowest price per site.
- (e) When a Work Order is issued to a Contractor, the Work shall be completed in accordance with E3 Location and Schedule of Work.
- (f) 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.
- (g) The Contractor shall obtain the permission of each property owner, or tenant and adjacent property owners or tenant if removals extend to involve those properties at least twenty-four (24) hours prior to entering private property. If such permission is denied, the Contractor shall notify the Contract Administrator or designate immediately. If access is required through adjoining property, it is the Contractor's responsibility to obtain permission to do so.
- (i) For all private property trees assigned to Contractors, the property owner will have previously signed City of Winnipeg DED Consent Forms which grants permission to remove the private tree. Copies of these signed forms will be made available to the Contractor by the Contract Administrator. The Contractor shall have a copy of the signed consent form for the relevant property on site at all times while on site.
- (h) The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (i) Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc) or other conditions except where prior approval is given by the Contract Administrator or designate.
 - (i) Stump grinding on private properties is not required and is not included in the service for Removal Types 2 and 3.
- (j) The Contractor shall be responsible for debarking to ground level any portions of an elm tree remaining above ground level.
- (k) Vehicles must remain on existing public roads unless specific written permission for off road use is obtained from the property owner.
- (l) The Contractor shall dispose of all material resulting from the Work immediately by one, or more, of the following methods:
 - (i) Remove to a designated City of Winnipeg landfill site;
 - (ii) Chip and remove chipped material to an appropriate location;
 - (iii) Burn material completely on site, where conditions are appropriate. The burning site must be acceptable (in writing) to property owner and a burning permit must be obtained.
- (m) No cut elm material is to be left unattended at any time.
- (n) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contractor Administrator with a copy of all weigh bills received at the time each corresponding invoice is submitted.

- (o) The Contractor shall maintain the Sites of the Work in tidy condition and free from accumulation of waste and debris. This shall include, but not be limited to:
 - (i) raking of all grassed/snow covered areas: and
 - (ii) sweeping of all hard surfaced areas.
- (p) 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 property owner and the Contract Administrator or designate.
- (q) The Contractor shall complete removal operations on each Site within five (5) Working Days of commencement of work on that Site, unless otherwise approved in writing by the Contract Administrator at the time the Work Order is approved. Removal operations shall not be deemed complete until the site is cleaned as per (l) and (o) and stump is debarked as per (j).
 - (i) The timeframe per site described in (q) is not cumulative for the work order. The completion date listed on the work order is the date that all the work sites listed on the work order are to be completed by.
- (r) 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 laws/by-laws affecting streets, safety, hours of work noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.

E2.4 Item No. 3 – Tree Removal Type 3, Private Properties, Climber shall be the removal and disposal of Dutch elm diseased trees / miscellaneous trees from private properties where tree climbers are the primary force used in the removal operation. Example: Tree in front, side or back yard of a private residence that is fenced or otherwise obstructed. It is not possible for an aerial truck to gain access and be utilized in the removal. Tree climbing must be employed to safely remove the tree. Small ground vehicles such as skid steers may or may not be able to access the site. Stump must be cut to ground level. Stump grinding not required and is not included in the service for Tree Removal Type 3, Private Properties, Climber. .

- (a) The Contractor shall remove elm trees marked with numbered orange or red flagging tape and/or orange tree marking paint and specifically described in work orders to be supplied by the Urban Forestry Branch. Only trees described in the work orders are to be removed regardless of markings;
 - (i) the Contractor may be requested by the Contract Administrator to remove other types of trees and trees not suffering from Dutch elm disease;
- (b) The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the contract.
- (c) Contractors will be provided periodically, on an "as requested" basis throughout the term of the Contract, with Requests for Estimates from the Contract Administrator or his or her designate.
 - (i) Each Request for Estimate will contain a list of requested tree removal work. Requests for Estimate will contain:
 - ◆ DED Tag Number(s)
 - ◆ Tree location(s) (which may include street addresses),
 - ◆ Property Type(s) (public or private)
 - ◆ Tree Species (if other than American Elm),
 - ◆ DBH (in cm) / height (in meters)
 - (ii) The Contractor will send an estimate back to the Contact Administrator within three (3) Business Days from the date that the work order was sent, and prior to any of the requested tree work being completed.
 - (a) Estimates for each item of requested tree work shall include:
 - (i) Tree location and / or DED tag number

- (ii) Removal Type (1, 2, or 3)
 - ◆ Removal Type is determined by the Contractor for Removal Types 2 and 3
- (iii) Hourly Rate (based on Removal Type)
- (iv) Number of hours required
- (v) Total Cost for item
- (vi) Total Cost for all items on Request for Estimate
- (vii) Total Cost for all items on Request for Estimate if entire list of requested tree work is assigned to one Contractor.
 - ◆ The Contractor may determine that the hours required to complete the entire list of Sites listed on the Request for Estimate are different than the hours required to complete the Sites if they were assigned individually.
- (iii) Contractors are encouraged to visit the sites specified on the work orders and look at the trees first hand to aid in the determination of a price estimate for each work item.
- (iv) All Contractors on the call list may be asked to submit an estimate at any time for the duration of the Contract.
- (d) Once the Requests for Estimate have been evaluated by the Contract Administrator, Work Orders will be sent out to Contractors based on lowest price per site.
- (e) When a Work Order is issued to a Contractor, the Work shall be completed in accordance with E3 Location and Schedule of Work.
- (f) 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.
- (g) The Contractor shall obtain the permission of each property owner, or tenant and adjacent property owners or tenant if removals extend to involve those properties at least twenty-four (24) hours prior to entering private property. If such permission is denied, the Contractor shall notify the Contract Administrator or designate immediately. If access is required through adjoining property, it is the Contractor's responsibility to obtain permission to do so.
- (i) For all private property trees assigned to Contractors, the property owner will have previously signed City of Winnipeg DED Consent Forms which grants permission to remove the private tree. Copies of these signed forms will be made available to the Contractor by the Contract Administrator. The Contractor shall have a copy of the signed consent form for the relevant property on site at all times while on site.
- (h) The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- (i) Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate.
 - (i) Stump grinding on private properties is not required and is not included in the service for Removal Types 2 and 3.
- (j) The Contractor shall be responsible for debarking to ground level any portions of an elm tree remaining above ground level.
- (k) Vehicles must remain on existing public roads unless specific written permission for off road use is obtained from the property owner.
- (l) The Contractor shall dispose of all material resulting from the Work immediately by one, or more, of the following methods:
 - (i) Remove to a designated City of Winnipeg landfill site;
 - (ii) Chip and remove chipped material to an appropriate location;

- (iii) Burn material completely on site, where conditions are appropriate. The burning site must be acceptable (in writing) to property owner and a burning permit must be obtained.
- (m) No cut elm material is to be left unattended at any time.
- (n) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received with each corresponding invoice.
- (o) The Contractor shall maintain the Sites of the Work in tidy condition and free from accumulation of waste and debris. This shall include, but not be limited to:
 - (i) raking of all grassed/snow covered areas: and
 - (ii) sweeping of all hard surfaced areas.
- (p) 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 property owner and the Contract Administrator or designate.
- (q) The Contractor shall complete removal operations on each Site within five (5) Working Days of commencement of work on that Site, unless otherwise approved in writing by the Contract Administrator at the time the Work Order is approved. Removal operations shall not be deemed complete until the site is cleaned as per (l) and (o) and stump is debarked as per (j).
 - (i) The timeframe per site described in (q) is not cumulative for the work order. The completion date listed on the work order is the date that all the work sites listed on the work order are to be completed by.
- (r) 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 laws/by-laws affecting streets, safety, hours of work noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.

E3. LOCATION AND SCHEDULE OF WORK

- E3.1 All Work under this Contract shall be assigned by supplying the Contractor with a series of Work Orders with Site locations.
- E3.2 The Contractor shall begin the Work assigned on a Work Order on site by the Start Date indicated on the Work Order which shall be no more than ten (10) Working Days of issuance of the Work Order.
- E3.3 The time which the Contractor has to complete all the Work listed on the Work Order shall be based on the number of hours required to complete the Work as presented on the Request for Estimate.
 - (a) The number of Working Days permitted to complete the Work will be calculated based on an 8 hour work day.
 - (i) If the number of hours required to complete the work listed on the estimate do not evenly divide by 8, the number of days allowed to complete the work will be rounded up to the nearest full day.
 - (ii) Deadline Dates will be included on each Work Order issued.
 - (iii) Deadline to Start Work Order (10 days after issuance date)
 - (iv) Deadline to Complete Work Order
 - (a) Calculated based on number of hours listed on Contractor's Estimate, number of Working Days calculated based on an 8 hour work day.
 - (b) First day of the Work period to start on the eleventh (11th) Working Day after Work Order was issued.

- (c) If the Contractor chooses to begin work on the Work Order prior to the ten (10) allowed Working Days, the deadline date will remain as written on the Work Order.

E3.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.

E4. COMPLETION OF WORK

E4.1 Work shall be completed in accordance with the schedule described in E3.

E4.2 If a Work Order is not complete in accordance with D16 and E3, Liquidated Damages shall apply.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm#online>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm#online> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work.