



THE CITY OF WINNIPEG

TENDER

TENDER NO. 594-2023

PROVISION OF NEIGHBOURHOOD TREE PRUNING AND REMOVAL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF NEIGHBOURHOOD TREE PRUNING AND REMOVAL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 18, 2023.

B2.2 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 inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

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 D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379

Email: merx@merx.com

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 Tender 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 Tender, or clarifying the meaning or intent of any provision therein.

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

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 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 Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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 13 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 entered 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.

B10.1.1 Notwithstanding C12.2.3, 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 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).

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work in the appropriate field in MERX.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) Manitoba Hydro. Regulations and policies provided from Manitoba Hydro regarding limits of approach, work around power lines and required training and equipment for working on trees near power lines.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

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

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

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D6).
- (e) provide, upon request of the Contract Administrator, proof of qualification to practice arboriculture in Manitoba in the form of one of the following for all employees pruning trees, removing trees or using chainsaws during the course of the contract:
 - (i) proof of International Society of Arboriculture (ISA) Certification that is current and in good standing; or
 - (ii) copies of previously issued Manitoba Arborist Licences valid after October 1, 2017; or
 - (iii) proof of successful completion of the University of Manitoba Arborist Training Course before July 1, 2019.
 - (iv) Ground personnel who are not performing tree pruning or tree removals and/or who are not using chainsaws do not require arborist licences or certification.

- (f) provide, upon request of the Contract Administrator, proof of valid UTT (Utility Tree Trimmer) certificate and / or CUA (Certified Utility Arborist) and / or UA (Utility Arborist) qualifications for at least two (2) individuals performing work for this contract.
 - (i) Qualifications for electric utility work are subject to approval by Manitoba Hydro.

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

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 The Bidder shall submit, within five (5) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7;and,
 - (e) costs to the City of administering multiple contracts.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further B17.1(c) the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item in each Section.
- B17.5 This Contract may be awarded separately in sections. as identified.
- B17.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all sections.
- B17.5.2 Notwithstanding B18.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in their best interests. If the Bidder has not bid on all sections, they shall have no claim against the City if their partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which they have not bid.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

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

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

B18.4 Further to Paragraph 7 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), 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.

B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of tree pruning and removal services for the period from date of award until December 31, 2023.

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

- (a) Pruning and Removal of boulevard street trees and/or within maintained City park areas;
- (b) Chipping of material;
- (c) Stump removal services; and
- (d) Proper removal and disposal of excess pruning / 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 Subject to C7, 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 D2.2 in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **Supply Chain Disruption** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (b) **User** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (c) **ANSI** means American National Standards Institute;
- (d) **Poor pruning practices** mean pruning work is deemed unacceptable by the Contract Administrator or their designate in relation to industry standards and best practices for maintaining tree health;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Daniel Pearce
Forestry Technician

Telephone No. 204 801 1442

Email Address. dpearce@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 C6.22, 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 their employ.

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

(a) The Contractor must identify a supervisor or assistant for each work site to the Contract Administrator or designate.

(a) If multiple work crews are engaged in City contract work at any time, each work crew must have a pre-designated supervisor or assistant present at the work site.

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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

[human-rights International Labour Organization \(ILO\) <https://www.ilo.org/global/lang-en/index.htm>](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

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. 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- 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>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. SAFETY ORIENTATION FORM

D10.1 The Contractor shall complete Form M: Neighbourhood Tree Pruning and Removal Safety Orientation Form and provide it to the Contract Administrator at a contract pre-meeting, at least five (5) Business Days prior to the commencement of any Work on the Site.

- (a) Meeting date and time will be established by the Contract Administrator.
 - (i) Contract Pre-Meeting may be held virtually or over the phone at the discretion of the Contract Administrator. In this event, an emailed or faxed signed and scanned digital copy of Form M will be acceptable.
- (b) Notwithstanding Form M:
 - (i) All Manitoba Provincial and Federal Regulations pertaining to construction worker safety must be adhered to;
 - (ii) Omissions from the list do not release the Contractor from abiding by all Regulations covered by Manitoba Provincial or Federal Acts.

D11. INSURANCE

D11.1 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) 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;

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba

D11.4 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 Documents, as applicable.

D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.6 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.

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).

D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D12.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D12.2 The Contractor shall provide the Contract Administrator identified in D4 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13.2 If, during the course of the Contract, the Contractor elects to hire an additional Subcontractor not previously named at commencement, this can be proposed to the Contractor Administrator and is at the sole discretion of the Contract Administrator.

- (a) Any subcontractors requested to be added post Contract commencement must be approved by the Contract Administrator before Work begins. Should the Contract Administrator allow an additional Subcontractor to be added post Contract commencement, the Contractor shall submit all qualifying documents for the proposed

Subcontractor at least five (5) Business Days before the Subcontractor begins any work on the Contract.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least five (5) 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 Documents, if applicable.
- D14.2 The Contractor shall have available in good working condition for the duration of the contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.
- D14.3 A valid Manitoba Vehicle Inspection Certificate safety shall be required for all applicable vehicles used in the Contract with a valid Manitoba Government Inspection (MGI) sticker in clear display on the vehicle.
- D14.4 A valid annual Aerial Inspection Certificate / NDT shall be required for all aerial devices to be used in the Contract.
- D14.5 A valid annual Dielectric Testing Certificate shall be required for all applicable aerial device units used in the Contract.
- D14.6 If, during the course of the Contract, the Contractor elects to use Equipment not previously listed at commencement, this can be proposed to the Contract Administrator and is at the sole discretion of the Contract Administrator.
- (a) Should the Contract Administrator allow the additional Equipment to be added post contract commencement, the Contractor shall submit all qualifying documents for the proposed Equipment at least three (3) Business Days before the Equipment can be used in the Contract.
 - (i) At the request of the Contract Administrator, the Contractor must make the additional equipment available for inspection by the City before it is approved for work on the Contract.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the safe work plan specified in D9;
 - (iv) the safety orientation form specified in D10;
 - (v) evidence of the insurance specified in D11;
 - (vi) the contract security specified in D12;
 - (vii) the Subcontractor list specified in D13;
 - (viii) the equipment list specified in D14; and,
 - (ix) the direct deposit application form specified in D39.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D16. WORKING DAYS

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

D16.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D16.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D16.4 Equipment malfunction or failure (Equipment breakdown) will not be considered a valid reason for Working Days to not be charged.

- (a) Notwithstanding D16.4, this may be considered on a case by case basis if notice of the equipment breakdown is communicated to the Contract Administrator or delegate at the time that it occurred.

D17. AFTER HOURS WORK

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

- (a) Written permission must be obtained at least 2 days prior to the weekend or statutory holiday on which the Contractor is requesting permission to work.
- (b) Permission to work on weekends or statutory holidays is dependent on availability of Contract Administrator or designate(s) to inspect the Contractor's work site(s).

D18. CRITICAL STAGES

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) The amount of completed and invoiced trees at the Mid-Point shall be minimum one half (1/2) of the awarded amount. Failure to meet this requirement may result in the termination of the remainder of the Contract.
- (b) Contractor's Work Completion and Invoicing Period: from the Date of Award until December 8, 2023.
- (c) City's Final Inspection Period: from December 8, 2023 until December 15, 2023.
- (d) Critical Stage for fifty percent (50%) completion including invoicing: November 3, 2023.
- (e) Total Performance, including invoicing: December 15, 2023, as per D19.

D18.2 An assessment will be administered in writing to the Contractor at approximately the Mid-Point of the year (November 3, 2023) confirming Mid-Point Performance has been achieved.

D19. TOTAL PERFORMANCE

D19.1 The Contractor shall achieve Total Performance by December 8, 2023.

- D19.2 Total Performance is defined as the completion of all Work of the Contract, including deficiencies, and submission of all invoices for said Work.
- D19.3 A final assessment confirming Total Performance has been achieved will be administered in writing to the Contractor by the Contract Administrator.
- D19.4 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 re-inspected.
- D19.5 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Mid-Point 50% – Five hundred dollars (\$500.00);
 - (b) Total Performance – One thousand dollars (\$1000).
- D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.
- D20.4 The Contract Administrator may extend the dates set for Critical Stage and Total Performance if, at his or her discretion, extenuating circumstances warrant such an extension.

D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D16.4 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D21.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

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

D22.1 Further to C6.27, The Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba)

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

D23.1 Further to B13.3, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

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 the people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff, other personnel, and the public;
- (b) do not smoke within a City facility (ie: Work site);
- (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;
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons; and
- (g) follow a basic dress code to include, at a minimum, shirts with sleeves and ankle-length pants (e.g.: no sleeveless tops or shorts)
 - (i) Notwithstanding (g), all Contractor employees must wear Personal Protective Equipment as per Form M while working.

D25. SAFETY

D25.1 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.

D25.2 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.

D25.3 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 their 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;
- (g) All Personal Protective Equipment (PPE) and other requirements listed on Safety Form M are met at all times.

D26. PUBLIC SAFETY / TRAFFIC CONTROL

- D26.1 In accordance with the Public Works Manual of Temporary Traffic Control internet site <https://winnipeg.ca/publicworks/trafficcontrol/manualtemptrafficcontrol.stm>
- D26.2 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:
- D26.3 The Contractor shall adhere to the requirements specified in the most current version available of the Public Works Manual of Temporary Traffic Control to maintain safe conditions for motorists, cyclists, pedestrians and workers while maintaining traffic flow and ensuring that protection is afforded to the road user. The Contractor's operations shall in no way interfere with the safe operation of traffic.
- (a) The Contractor shall only use signs and other traffic control devices that are legal for use on streets in The City of Winnipeg for temporary traffic control and authorized for use by the Public Works Manual of Temporary Traffic Control.
 - (b) The Contractor shall barricade the sidewalk surrounding the Work;
 - (c) 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 tree work is occurring.
 - (d) Notwithstanding the Public Works Manual of Temporary Traffic Control on City Streets, the Contractor shall maintain the Site setup and safety protocols in a manner that is satisfactory to the Contract Administrator or designate.
- D26.4 The Contractor shall be responsible for contacting and coordinating with the Traffic Services Branch, the Winnipeg Parking Authority, Winnipeg Transit and the Traffic Signals Branch as required and specified by The Manual of Temporary Traffic Control.
- (a) Contact the Traffic Management Branch for long term lane or sidewalk closure requests on Regional Streets, short term lane closure requests during peak periods (7:00-9:00) and/or (15:00-18:00, Monday to Friday) on Regional Streets and/or for short term lane closure requests outside of weekday peak periods on Regional Streets. Notice for these short term non-peak period closures must be given before the start of the closure.
 - (i) The Traffic Management Branch can be contacted online through the Regional Street Lane Closure Request Form at (<https://winnipeg.ca/publicworks/trafficcontrol/laneclosures>), or via email at PWDLaneClosures@winnipeg.ca
 - (ii) The Traffic Services Branch can also be contacted at (204) 986-5178 to provide guidance in selection the appropriate temporary traffic control and work zone schemes.
 - (b) When the Work Site affects a transit stop or transit route, Winnipeg Transit must be notified at (204) 986-6935 or (204) 986-5745

- (c) Apply online by completing and submitting the City of Winnipeg Street / Sidewalk Closure Request Form at winnipeg.ca/publicworks/trafficcontrol/laneclosures
- (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 current 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.
- ◆ Any No Parking Signs placed by the Contractor must be in accordance with the Manual of Temporary Traffic Control, manufactured and purchased by a company authorized by Traffic Services.
 - ◆ No Parking Signs must be labeled on the reverse side with the Contractor's company name and contact information.
 - ◆ Other No Parking signs, such as homemade signs or signs taken from other Contractors or City worksites, may not be used at any time.
- (ii) If a Use of Street Permit is issued, Traffic Services will install the No Parking Signs 24 (twenty-four) hours before the road closure, as well as contact Emergency Services and Transit as necessary.
- (d) It is acceptable to prune or remove trees on both sides of the road when it is closed, as long as there is adequate space left for emergency vehicles to access.

D27. MANITOBA HYDRO SAFETY REQUIREMENTS FOR UTILITY ARBORISTS

D27.1 Aerial Rescue

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

D27.2 Rated Insulated Aerial Lift Devices

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

D27.3 Insulated Rubber Gloves

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

D27.4 Arc Rated and Flame-Resistant Clothing

- (a) All individuals entering or working in an area that poses a danger of, or has been identified as, having a potential electric arc, clothing ignition or flash fire hazard shall wear flame resistant clothing that meets or exceeds the Manitoba Hydro flame-resistant clothing standards as described in the most current Manitoba Hydro's Arc Rated and Flame-Resistant Clothing Program Guidelines 0015/05, accompanying Request for Quotation 040470 at the time of issuance
- (b) All flame-resistant coveralls and overalls must have bright orange-red background material (CSA Z96-09 table 2b) with a minimum of 0.20 m² (310 sq. in.) CSA Z96-09 (High Visibility Safety Apparel) Class 3 compliant retro-reflective trim (arm, leg, front and

back, as per CSA-Z96-09 figure B.8) visible from a 360-degree radius. Reflective trim must be flame resistant.

- (c) Alternatively, a CSA Z96-09 Class 2 compliant flame-resistant vest meeting Manitoba Hydro's standards may be worn as the outer layer over non-CSA Z96-09 Class 2 flame resistant clothing (example: shirts and pants).

D27.5 Hot Tree Requests

- (a) Hot Tree Requests must be completed as required.
- (b) The completed Hot Tree Request must be on site as per requirements from the Province of Manitoba.

D28. MANITOBA HYDRO LIMITS OF APPROACH FOR UTILITY ARBORISTS

D28.1 D27.1 Absolute limits of approach shall be adhered to as outlined in Limits of Approach to Live Conductors and Apparatus. No tree trimming Contractor shall trim trees in or around primary distribution circuits when the tree branches are within the Limits of Approach as outlined in this Contract. Trimming will be permitted only after safety precautions of either the following Option 1 or Option 2 have been taken:

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

D28.2 The tree trimmer shall use insulated tools and be wearing rated rubber gloves when trimming at these locations or when there is a potential for electrical contact.

D29. MANITOBA HYDRO ADDITIONAL PRECAUTIONS

D29.1 A qualified Manitoba Hydro journeyman lineman is responsible for evaluating whether the conductor is in suitable condition for the application of the cover-up.

D29.2 If the Contractor's personnel are to be involved in the moving of the cover-up within the span by means of the tag line, instruction(s) must be given to them on the precautions to be taken regarding excessive force being employed in pulling the conductors down or in a sideways motion.

D29.3 Manitoba Hydro and the City reserve the right to impose additional restrictions on the Limits of Approach requirements which may include, but are not restricted to worker qualifications, experience, qualified Manitoba Hydro Safety Watcher and any other requirements deemed necessary to ensure worker and system safety.

D30. SITE CLEANING

D30.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors not associated with the Work in this Contract.

D30.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D30.1.2 Work 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 not associated with the Work in this Contract.

D30.1.3 If melting snow reveals tree pruning or removal debris that was left behind after a work site has been approved for payment and payment has been received, the Contract Administrator or designate may require the Contractor to return and clean the site as described in D30, E3.6 and E4.5.

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

D31. DAMAGE TO EXISTING STRUCTURES OR PROPERTY

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

D31.2 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and he shall be responsible for all damage resulting from his / her Work on or over private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.

D31.3 Any damage caused by the negligence of the Contractor or his / her Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at his / her own expense, to the satisfaction of the Contract Administrator.

(a) Contractor will be responsible for repairing any turf damage caused by their operations at their own expense.

(b) To avoid damage to turf, tree climbing may be the required method to complete operations at some sites, such as parks.

D32. ACCESS TO "CITY" PROPERTY

D32.1 Further to C16, in the event that a pruning location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him / her move the vehicle (s) or resume the service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original pruning requirements.

D32.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

D33. INSPECTION

D33.1 The Contractor shall notify the Contract Administrator or designate by email when specific blocks or park sections are complete so as to enable him/her to arrange for inspection.

(a) Inspections may include the following:

(i) Inspect progress of work completed;

(ii) Document any corrective actions needed by the Contractor for the work to be accepted as complete;

(iii) Confirm number of trees pruned or removed;

(iv) Inspect for final acceptance of services received based on invoice;

(v) Re-inspect for final acceptance of services invoiced by Contractor. If services are in a deficient state then a re-inspection fee of fifty dollars (\$50.00) will be charged for each re-inspection made until the Work is determined to be acceptable.

(b) The results of these inspections will be communicated by the Contract Administrator or designate via email to the Contractor, including actions required by the Contractor.

D34. DEFICIENCIES

- D34.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Equipment, 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.
 - (c) Additional Equipment or Labour can, at the Contractor's discretion, be furnished / employed by engaging a Subcontractor.
- D34.2 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.
- D34.3 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.
- D34.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D34.2, 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.
- D34.5 The City shall have the right to reassign any Work assigned to the Contractor to an alternate qualified company with capacity to complete the Work according to the terms and conditions of the contract if the Contractor is found deficient as per D34.2.

D35. ORDERS

- D35.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- (a) The provided email address must be checked daily by the Contractor.

D36. RECORDS

- D36.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D36.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D36.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D37. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D37.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

- D37.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D37.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D37.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D37.5 Any other information requested by the Contract Administrator.
- D37.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D38. INVOICES

- D38.1 Further to C12, 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D38.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address (block description, park name etc.);
- (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.

- D38.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D39. PAYMENT

- D39.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D40. PAYMENT SCHEDULE

- D40.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D41. WARRANTY

D41.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D42. DISPUTE RESOLUTION

D42.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D42.

D42.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D42.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D42.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D42.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D42.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D42.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D42.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D42.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D43. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D43.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D43.2 Further to D43.1, in the event that the obligations in D43 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D43.3 For the purposes of D43:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D43.4 Modified Insurance Requirements
- D43.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D43.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D43.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D43.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D43.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D43.5 Indemnification By Contractor
- D43.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D43.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D43.6 Records Retention and Audits

D43.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D43.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D43.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D43.7 Other Obligations

D43.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D43.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D43.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D43.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D43.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D43.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 594-2023

PROVISION OF NEIGHBOURHOOD TREE PRUNING AND REMOVAL SERVICES

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 594-2023

PROVISION OF NEIGHBOURHOOD TREE PRUNING AND REMOVAL SERVICES

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

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

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

(Date)

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

PROVISION OF

<p>1. 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>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: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D14)

PROVISION OF

<p>4. 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>5. 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>6. 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>

FORM M: SAFETY ORIENTATION FORM

See D10

Representatives from The Urban Forestry Branch and the performing Contractor for The City of Winnipeg's Provision of Neighbourhood Pruning and Removal of Trees 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	X	Safety glasses and face shield required for chipper operation Staff who wear prescription glasses must be provided with over the glasses eye protection or with prescription safety glasses.
Hearing Protection	X	X	
Chainsaw Pants	X	X	
Work Clothing	X		And as outlined in D24.1(g).
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 Tender
Insulated Aerial Lift Devices		X	As outlined in Tender
W210 Regulations	X		Responsibilities of Prime Contractor
Personal Injuries	X	X	All injuries <u>MUST</u> be reported immediately to the Contract Administrator
ANSI Z 133.1	X	X	

Urban Forestry Branch Representative

Phone: _____

Date: _____

Contractor's Representative

Phone: _____

Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall prune and remove trees in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Pruning of Trees shall be done in accordance with E3.*
- E2.3 Item No. 2 - Removal of Trees shall be done in accordance with E4.*

E3. PRUNING OF TREES

- E3.1 The Contractor shall prune trees on an "as required" basis in accordance with the requirements hereinafter specified.
- E3.2 The Contractor shall prune all public boulevard and park trees within an assigned geographic area.
- (a) The Contractor shall complete all Work within the area, and invoice for work with that area using block-sides or park sections to group trees.
- (i) Specific trees may be omitted from or added to the Contract at the discretion of the Contract Administrator or designate.
- (b) The Contractor must adhere to the elm tree pruning restrictions for elms (from April 1 to July 31) of each respective year.
- (i) The Contractor shall organize the assigned work, keeping the elm pruning ban in mind, so that complete blocks and / or park sections can be invoiced, including any elms.
- E3.3 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E3.4 Trees are to be pruned in accordance with the "ANSI A300 (Part 1)-2017 Pruning standards entitled "Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)" (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available and in accordance with "Best Management Practices: Tree Pruning" (2017), which is a companion publication to the ANSI A300, or more recent version as available.
- E3.5 In addition to the requirements noted in E3.4, the following specific pruning requirements shall be applicable to the Work.
- (a) Where applicable, lift the crown of trees to obtain a 4.3-meter (14 ft.) clearance over road surfaces and a minimum 3.0-meter (10 ft.) clearance over sidewalks while maintaining crown balance;
- (b) Prune the tree crown as required so as to minimize the overhang onto or toward private properties / roadways and favour branches growing upright as opposed to those growing horizontally;

- (c) Cuts to live branches that would produce a wound greater than 20 cm (8 inches) in diameter shall be approved by the Contract Administrator or designate before Work is initiated;
- (d) Remove suckers to 4.3 meters (14 ft.) but leave upper crown (above 4.3 meters (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
- (e) Remove all branches:
 - (i) Overhanging onto buildings to minimum clearance standard determined by the Contract Administrator while still maintaining crown balance;
 - (ii) Within 2 meters of all structures;
 - (iii) Clear of traffic signs, traffic lights and street lights;
 - (iv) That are broken and / or hanging from the tree;
 - (v) That are dead and 2.5 cm (1 inch) in diameter or larger.
- (f) Poor pruning cuts or other damage to the tree caused by poor pruning practices are not acceptable.
 - (i) Trees where poor pruning cuts such as “flush cuts” made into the branch collar, cuts made into the bark from over pruning, cuts that leave branch “horns” or “stubs”, large cuts into live tissue not previously discussed or other damage to trees caused by poor pruning practices will be omitted from tree counts and excluded from invoicing.
 - (ii) If a tree pruned by the Contractor is found with the above mentioned damage due to poor pruning practices, the Contractor will be required to pay a \$200 fee per tree to the City.
 - (iii) This fee may be deducted from any amounts owing to the Contractor by the City.
- (g) Inform the Contract Administrator or designate of any trees that are in poor, dead or hazardous condition prior to starting any pruning on such trees.

E3.6 All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Work Site in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking on all grassed / snow covered areas and sweeping of all hard-surfaced areas. Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.

- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily.
- (b) The Contractor shall dispose, at the Contractor’s expense, all elm logs and non-chippable material daily to any of the following approved disposal sites:
 - (i) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
 - (ii) Summit Road Wood Disposal Site, North of Optimist Park at 1600 Summit Road
 - (iii) Greensite Recycling, 170 Transport Road
 - (iv) Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and / or Province of Manitoba
- (b) No cut elm material is to be left unattended at any time
 - (i) If unattended elm logs are found at the Contractor’s work site, the Contractor will be required to pay a \$200 fee per incident to the City

E3.7 Ash Wood Handling Procedures

- (a) During the period, from May 1 to October 31, all Ash Species trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
 - (i) Alternatively, the trees may be debarked on site to the satisfaction of the Contract Administrator, and the debarked logs hauled directly to a processing facility that is pre-approved by the Contract Administrator. All ash logs

- transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal.
- (ii) The waste from debarking must be chipped at the original removal site or disposed of in a manner satisfactory to the Contract Administrator.
- (b) During the period from November 1 to April 30, all ash trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
 - (c) Alternatively, ash material may be transported directly to a processing facility that is pre-approved by the Contract Administrator. All ash material transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal or by May 1st, whichever occurs first.
 - (d) The contractor is responsible for ensuring that any ash material transported for processing to an approved off-site location is properly processed within the time frames stipulated in E4.6.
 - (e) Approved Ash Wood disposal sites include:
 - (i) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
 - (ii) Summit Road Landfill Site, North of Optimist Park at 1600 Summit Road
 - (iii) Alternative wood disposal locations will be considered. Any disposal site not listed in E4.6(e) must be applied for in writing and approved by the Contract Administrator.
 - (f) As per Canadian Food Inspection Agency (CFIA) restrictions, no Ash wood or other ash material, such as wood chips, may leave the City limit.
 - (i) Greensite Recycling may not receive any Ash wood or other ash material from inside Winnipeg
 - (ii) Greensite Recycling may receive wood / material from any other species, including elm.
 - (g) No cut ash species wood material is to be left unattended at any time.
 - (i) If unattended ash species wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (ii) This fee may be deducted from any amounts owing to the Contractor by the City.
- E3.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws / by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro, Manitoba Telephone System and SHAW.
- E3.9 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work.
- (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work.
 - (i) These arrangements may require completed Hot Tree Requests as per D27.5
 - (b) In the event that the Utility or a representative thereof must prune for utility clearance for the Work to be completed, the Contractor shall be responsible for the constant supervision of the utility while the utility is on Site to advise which portions of the tree should be removed so as to ensure proper tree pruning Work to meet contract specifications.
 - (c) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
 - (d) The Contractor shall be responsible for any additional costs associated with tree pruning Work around utility lines and any such costs must be reflected in the overall bid.
 - (e) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.

- E3.10 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree pruning Work.
- (a) The Contractor shall be responsible for special arrangements with respective light owners / businesses to remove or have removed, at the owner's expense, any and all lights / structures necessary to properly complete the tree pruning Work.

E4. REMOVAL OF TREES

- E4.1 The Contractor shall remove and stump designated trees on an "as required" basis in accordance with the requirements hereinafter specified.
- E4.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator in the form of a Work Order.
- (a) The Contractor shall complete all Work listed on a Work Order, and invoice for all work listed on that Work Order on one invoice once complete.
- E4.3 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.
- E4.4 Stumps shall be ground to 15 cm (6 inches) below ground level. Sufficient stump grindings shall be left in the hold and manually compacted level to grade to prevent a tripping hazard and to the satisfaction of the Contract Administrator or designate, and all remaining debris shall be removed from the site.
- E4.5 All waste material (i.e.: branches, logs from the removal operations) shall be chipped and / or removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to raking of all grassed/snow covered areas and sweeping of all hard-surfaced areas. Work completion shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- E4.6 Ash Wood Handling Procedures
- (a) During the period, from May 1 to October 31, all Ash Species trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
- (i) Alternatively, the trees may be debarked on site to the satisfaction of the Contract Administrator, and the debarked logs hauled directly to a processing facility that is pre-approved by the Contract Administrator. All ash logs transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal.
- (ii) The waste from debarking must be chipped at the original removal site or disposed of in a manner satisfactory to the Contract Administrator.
- (b) During the period from November 1 to April 30, all ash trees that are removed shall be completely chipped at the site of removal, regardless of the size of the tree.
- (c) Alternatively, ash material may be transported directly to a processing facility that is pre-approved by the Contract Administrator. All ash material transported to the processing facility must be processed at the facility to the satisfaction of the Contract Administrator within two (2) weeks of removal or by May 1st, whichever occurs first.
- (d) The contractor is responsible for ensuring that any ash material transported for processing to an approved off-site location is properly processed within the time frames stipulated in E4.6.
- (e) Approved Ash Wood disposal sites include:
- (i) Brady Road Resource Management Facility, 1777 Brady Road (Brady Landfill)
- (ii) Summit Road Landfill Site, North of Optimist Park at 1600 Summit Road
- (iii) Alternative wood disposal locations will be considered. Any disposal site not listed in E4.6(e) must be applied for in writing and approved by the Contract Administrator.

- (f) As per Canadian Food Inspection Agency (CFIA) restrictions, no Ash wood or other ash material, such as wood chips, may leave the City limit.
 - (i) Greensite Recycling may not receive any Ash wood or other ash material from inside Winnipeg
 - (ii) Greensite Recycling may receive wood / material from any other species, including elm.
- (g) No cut ash species wood material is to be left unattended at any time.
 - (i) If unattended ash species wood material is found at the Contractor's work site, the Contractor will be required to pay a \$200 fee per incident to the City.
 - (ii) This fee may be deducted from any amounts owing to the Contractor by the City.
- E4.7 The Contractor shall repair any damage resulting from the Work including, but not limited to, damage to turf, other trees, gardens, walkways, fences, utilities etc. and shall report all damages immediately to the owner and the Contract Administrator or designate.
- E4.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Health and Safety Act and laws / by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro, Manitoba Telephone System and SHAW.
- E4.9 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree removal Work.
 - (a) The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work.
 - (i) These arrangements may require completed Hot Tree Requests as per D27.5.
 - (ii) In the event that the Utility or a representative thereof must prune for utility clearance for the Work to be completed, the Contractor shall be responsible for the constant supervision of the utility while the utility is on Site to advise which portions of the tree should be removed so as to ensure proper tree pruning Work to meet contract specifications.
 - (b) The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
 - (c) The Contractor shall be responsible for any additional costs associated with tree pruning Work around utility lines and any such costs must be reflected in the overall bid.
 - (d) The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E4.10 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree removal Work.
 - (a) The Contractor shall be responsible for special arrangements with respective light owners / businesses to remove or have removed, at the owner's expense, any and all lights / structures necessary to properly complete the tree removal Work.
- E4.11 If the removal is not complete the same day it was initiated, no material (e.g. brush, logs, branches) are to be left on the ground at the Work Site. Only the pedestal and / or limbs still attached may be left to complete over the subsequent two (2) days.
- E4.12 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimeters, as shown on Form B: Prices:
 - (a) Class 1 – 0 to 19.9 cm;
 - (b) Class 2 – 20 to 39.9 cm;
 - (c) Class 3 – 40 to 59.9 cm;
 - (d) Class 4 – 60 to 79.9 cm;

- (e) Class 5 – 80 cm and greater.
- E4.13 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) measured at 1.3 meters (130 cm) above ground level or above on trees with single trunks.
- E4.14 On trees with double or multiple trunks the following rules shall apply:
 - (a) Where a single diameter measurement is possible above ground, the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
 - (b) Where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 130 cm above ground level) of the largest trunk plus half (1/2) the D.B.H. of each of the subsequent trunks. Situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.
- E4.15 Where multiple trunks of a single tree species are joined above ground at any height, they are to be considered one (1) multi-stem tree.
- E4.16 The Contractor shall begin the Work assigned on a Work Order on site no more than ten (10) days of receiving the Work Order. The Contractor shall complete the Work within five (5) days of beginning the Work on site.

E5. LOCATION AND SCHEDULE OF WORK

- E5.1 All Work under this contract shall be assigned by supplying the Contractor with a list of Work Site locations within a geographic location (e.g. neighbourhood), grouped by street blocks and / or park sections.
- E5.2 Further to E5.1, this listing is of intended Work locations. It is provided for the convenience of the Contractor only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and / or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.

E6. SITE LOCATIONS

- E6.1 The Contractor is advised that the Work Site locations listed in E6.2, E6.3, E6.4, E6.5, E6.6, E6.7, E6.8, E6.9 and Appendix A are provided as a courtesy and may not identify the exact areas requiring Pruning and Removal Services. The Contractor shall be advised of the exact Work Site locations in the required sequence from the Contract Administrator. All Work on the Site shall be completed prior to the commencement of any further Work being issued. Removal services, if required, will occur within the pruning areas as trees that are identified in poor, dead or dangerous condition as determined by the Contract Administrator or designate.
 - (a) Neighbourhood(s) specified in E6.2, E6.3, E6.4, E6.5, E6.6, E6.7, E6.8, and E6.9 may be assigned in portions where the area could be considered too large to complete within the Contract Period.
 - (b) Maps and block lists with approximate tree count for each Site Location are available in Appendix 1
- E6.2 Section A – Birchwood (St. James)
- E6.3 Section B – Bruce Park (St. James)
- E6.4 Section C – Silver Heights (St. James)
- E6.5 Section D – Spence (Daniel McIntyre)
- E6.6 Section E – River East 1 (North Kildonan)
- E6.7 Section F – River East 2 (North Kildonan)

E6.8 Section G – Springfield North 1 (North Kildonan)

E6.9 Section H – Springfield North 2 (North Kildonan)