



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 136-2013**

**PROVISION OF TREE PLANTING AND MAINTENANCE SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF TREE PLANTING AND MAINTENANCE SERVICES

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 20, 2013.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries, which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity, will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 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.
- (a) Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- (b) The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute. The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission. If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.7 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178. The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
  - (e) if a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation. The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two (2) 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.

## **B8. PRICES**

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.2 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.4 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.
- B8.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

- B9.1 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.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

- B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment 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>)
- B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B12. WITHDRAWAL OF BIDS**

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.2 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.3 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.



- B12.4 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.4(b), declare the Bid withdrawn.
- B12.5 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5;
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
  - B13.5.2 Notwithstanding B14.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B14.3 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13. Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.5 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.6 The Contract Documents, as defined in C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract and are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://winnipeg.ca/finance/findata/matmgt/conditions/gc-serv2007-04-12.pdf>
- C0.2 A reference in the Bid Opportunity to a section, clause or sub clause with the prefix "C" designates a section, clause or sub clause 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 planting, stump removal services and maintenance for the period as follows:

- (a) Planting Period: Date of 1<sup>st</sup> tree planted in 2013 to October 31, 2013.
- (b) Maintenance Period: Date of 1<sup>st</sup> tree planted in 2013 to October 31, 2015;

D2.1.1 Further to D2.1, date of completion for tree planting in each Section as identified on Form B: Prices to be as follows;

- (a) Section A: June 30, 2013;
- (b) Section B: October 31, 2013;
- (c) Section C: October 31, 2013;
- (d) Section D: October 31, 2013.

D2.1.2 In addition, the Contractor shall achieve Substantial Performance by July 31, 2013 for fifty percent (50%) of the total amount of trees to be planted in the Contract as identified on Form B: Prices and as indicated in D13.1.

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

- (a) receiving trees at the City of Winnipeg Civic Nursery and transport the trees to each planting Site;
- (b) installation and maintenance of trees;
- (c) removal of tree stumps as required;
- (d) disposal of debris from each site.

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

D2.4 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.

D2.5 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.6 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.

D2.7 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**CGSB**" means Canadian Government Standards Board.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Chris Lepa  
Forestry Technician II  
Telephone No.: (204) 986-2006  
Facsimile No.: (204) 222-2839

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

#### **D5. CONTRACTOR'S SUPERVISOR**

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

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

D5.3 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. JOB MEETINGS**

D6.1 Regular weekly job meetings will be held at the Site, or as otherwise instructed by the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City or the Contractor respectively on any matter discussed at the meeting including the work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D6.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

#### **D7. WORKING DAYS**

D7.1 Further to C1.1 of the General Conditions, 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.

D7.2 Further to Clause D7.1 and C1.1 of the General Conditions, the Contractor shall obtain written permission from the Contract Administrator for any Work to be performed outside regular working hours including any 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

- D7.3 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.
- D7.4 When the major type of work involves restoration of the site to the condition it was prior to rainfall or other weather related damage, Working Days shall not be charged. This will be at the sole discretion of the Contract Administrator or designate.
- D7.5 The Contractor shall not plant trees during periods of extreme heat.
- (a) The City of Winnipeg reserves the right to refuse acceptance of any or all trees failing to meet the above timing restrictions

## **D8. NOTICES**

- D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

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

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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

#### **D11. PERFORMANCE SECURITY**

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) A performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form 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.

D11.2 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.3 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site

#### **CONTROL OF WORK**

##### **D12. COMMENCEMENT**

D12.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D9;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D10;
  - (iv) the performance security specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D13. SUBSTANTIAL PERFORMANCE**

D13.1 When the Contractor considers the Work to be substantially performed as detailed in D2.1, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator or designate for purposes of verifying Substantial 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.

D13.2 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D14. TOTAL PERFORMANCE**

- D14.1 The Contractor shall achieve Total Performance within five (5) consecutive Working Days of the date that Substantial Performance is inspected.
- D14.2 When the contractor or the Contract Administrator consider the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator or designate 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.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D15. LIQUIDATED DAMAGES**

- D15.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City five hundred dollars (\$ 500.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D16. DAMAGE TO PROPERTY**

- D16.1 The Contractor shall take every precaution not to damage, injure or mark any existing structures or landscaping on the street allowance or adjacent properties.
- D16.2 Should any damage be caused by the Contractor, their employees or equipment, it shall be restored or replaced at the Contractor's expense and to the satisfaction of the Contract Administrator. This applies even if damage results from work done in the process of correcting deficiencies.

#### **D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D17.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

#### **D18. SAFETY**

- D18.1 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.
- D18.2 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.
- D18.3 In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) 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:
- (a) The Contractor shall barricade the sidewalk surrounding the Work;



- (b) The Contractor shall maintain traffic flow and ensure that protection is afforded to the road user and that the Contractor's operations shall in no way interfere with the safe operation of traffic;
- (c) The Contractor shall obtain a street permit to dump soil on a metered street.

D18.4 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work is eliminated.

#### **D19. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D19.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, 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.

D19.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property

#### **D20. RECEIVING OF CITY TREES**

D20.1 The City will supply the Contractor all trees from the City of Winnipeg's Civic Nursery, located at 4027 Pembina Highway, the City reserves the right to alter the location for tree pick-up.

D20.2 The Contractor shall arrange tree pickup between 7:00 a.m. and 3:30 p.m. Monday to Friday.

D20.3 For weekend pickup of trees, the Contractor shall contact Lisa Regnier, Supervisor of Forestry and Dutch Elm Disease (DED) Operations at (204) 986-2012 to make special arrangements.

D20.4 The Contractor shall supply a minimum of two (2) flatbed trailers. One (1) trailer will be left at the nursery each Working Day, and then shall be picked up by the Contractor the next morning after it has been loaded by the Urban Forestry Nursery staff.

D20.5 The Contractor shall inform the Contract Administrator or designate(s) at the beginning of each day where they will be working the next Working Day and coordinate with the Urban Forestry

Technical and Nursery staff to ensure the appropriate trees and correct quantity of trees will be loaded on the flat bed for planting the next Working Day.

D20.6 Once the trees have been selected and placed onto the trailer(s), the City representative and the Contractor's staff will sign off on the condition of the trees noting any damage that may have occurred during the loading process.

D20.7 The Contractor shall not leave any trees on a flatbed trailer for more than twenty-four (24) hours.

## **D21. PRE-PLANTING AND CARE OF TREES**

D21.1 The Contractor shall coordinate the shipping of trees and excavation of tree pits to ensure no more than a maximum of a twenty-four (24) hour time lapse has occurred between the plant material arriving on site and the installation of that plant material.

- (a) Trees shall be transported with care taken to prevent damage;
  - (i) Protect trees against abrasion, exposure and extreme temperature change during transit;
  - (ii) The Perimeter Highway shall not be chosen as a transportation route when the trailer has trees on it;
  - (iii) Avoid binding of trees with rope or wire that would damage bark, break branches or destroy natural shape of tree;
  - (iv) Point of contact with equipment shall be padded.
- (b) Give full support to root ball of trees during lifting.
  - (i) Each balled specimen shall be handled by the root ball with sufficient care;
  - (ii) Broken root balls or root ball consisting of loose soil will not be accepted and shall be replaced;
  - (iii) Broken roots of deciduous stock shall be pruned back prior to planting.
- (c) Trees with broken or damaged trunks or branches are not acceptable. Trees with damaged trunks, however caused, will be rejected. No exceptions shall be made in this respect.
- (d) Keep roots moist and protected from sun and wind.
  - (i) Trees that cannot be planted immediately shall be well protected against damage and drying out; if necessary, trees shall be heeled-in in a shaded area and watered well.

D21.2 Trees that are not given the correct pre-planting care specified will be rejected.

## **D22. MATERIALS AND RESPONSIBLE**

D22.1 The Contractor shall be responsible for the receiving of trees from the City at its nursery, the safe handling and delivery of trees to the planting Sites, the supply of soil, water, trunk protection, and T-bars as set forth in these Specifications.

D22.2 All materials supplied by the Contractor under these Specifications shall be subject to random inspection and testing by the Contract Administrator.

- (a) The Contract Administrator may reject any material(s) that do not comply.
- (b) There shall be no charge to the City for any material samples taken for testing by the Contract Administrator.

## **D23. PROTECTION AND SUPPORT DURING INSTALLATIONS**

D23.1 Upon completion of the planting operation, the Contractor shall slice open on a forty-five (45°) degree angle, a one hundred (100) mm diameter x six hundred (600) mm long section of plastic weeping tile material and place around the base of each tree trunk.

- D23.2 Stakes shall be T-rail iron stakes 40mm x 40mm x 5mm x 1540 mm long, primed with one (1) brush coat of black zinc rich plant paint to CGSB 1-GP-191B. Paint section of stake above ground with one (1) coat of green enamel paint. Alternative stakes may be used if approved by the Contract Administrator.
- D23.3 The guying straps shall be attached in accordance with the referenced supplied and shall be of a material that is non-abrasive to the tree to prevent girdling injury:
- (a) hose covered wire, flexible belting or any strong, soft wide strips of material is acceptable.
- D23.4 Where wire is used, ensure ends are twisted tight:
- (a) Protruding ends are unacceptable.
- D23.5 The tree protection collars shall be removed, with the exception of plantings in Section A (Downtown), by the Contractor upon completion of the maintenance period.
- (a) In circumstance where the collar appears to be restricting proper tree growth, the Contract Administrator shall assume responsibility for removal.

#### **D24. SITE CLEAN-UP**

- D24.1 During the planting operations, all sidewalks, streets, approaches, driveways and properties near or about the planting operations, shall be kept clean at all times by the Contractor.
- D24.2 All clay and in-situ material shall be removed from the Site by the Contractor by the end of the Working Day (if piled in the street) or within forty-eight (48) hours (if piled on boulevards or in parks).
- D24.3 Upon completion of the project, the Contractor shall immediately remove all excess material and debris from the Work Site and shall leave the Site in a clean and orderly manner.

#### **D25. MAINTENANCE OF NEW PLANTED TREES**

- D25.1 The Contractor shall cover the maintenance of trees for a period of two (2) years from the date each planting project was completed. The Contractor shall furnish all labour, materials, equipment, and services necessary to perform ongoing care of the plant material, which shall include but not be limited to:
- (a) Mulching, in accordance with D26.1(d) and E6.1
  - (b) Watering, in accordance with D26.1(e) and E5;
  - (c) Weed Control, in accordance with D26.1 (f).
- D25.2 One (1) maintenance year shall be calculated based on the planting anniversary of each planting zone.

#### **D26. METHODS**

- D26.1 The Contractor shall:
- (a) program the timing of operations to plant growth, weather conditions and use of the Site;
  - (b) do each operation continuously and complete within a reasonable time period;
  - (c) store equipment and materials off-site;
  - (d) add additional mulch as required to maintain minimum constant depth of mulch;
    - (i) clean up edges and contain mulch within the designated area;
  - (e) water trees as follows:
    - (i) immediately upon being planted and every week for the first three (3) weeks after planting;

- (ii) thereafter, watering shall be done every seven to fourteen (7 – 14) Calendar days between May and October or as frequently as necessary (compensating appropriately for weather) to sustain vigorous plant growth;
  - (iii) by watering slowly to ensure that water does not run away from the root zone and so the top three hundred (300) mm of soil around the root system of the tree is well saturated;
  - (iv) by using a deep root feeder (hard-surface boulevards) or low pressure open flow nozzle and hose (turf boulevards and parks). The water stream must not gouge out a hole in the soil or mulch;
  - (v) by using the recognized standard for tree watering as approximately eight to ten (8-10) times during the growing season with the following amounts of water depending on the calliper of the tree – the rule of thumb is forty (40) litres of water per twenty-five (25) mm calliper;
  - (vi) by recognizing watering requirements of trees dependent upon on a number of variables such as tree species, soil type, when planted, and weather including precipitation. These watering requirements are a minimum standard and shall be followed unless otherwise directed by the Contract Administrator or designate.
  - (vii) by applying a final watering for all trees, regardless of when planted, that shall be completed after temperatures fall below freezing to ensure adequate moisture in root zone at freeze-up;
- (f) maintain surface of tree pit by hand weeding during the watering process;
- (i) do not allow weeds to establish for a period longer than two (2) weeks; and
  - (ii) do not use any herbicides for weed control near trees unless authorized by the Contract Administrator.

D26.2 The Contractor must inform the Contract Administrator of watering progress and schedule by 9:00 a.m. each day.

D26.3 The Contractor must inform the Contract Administrator immediately of any equipment breakdown or delay in watering and maintenance. Once a watering cycle is completed, submit a log-sheet to the Contract Administrator identifying:

- (a) the location where maintenance work is carried out.
- (b) preventative or corrective measures required which are outside Contractors' responsibility.

## **D27. INSPECTION**

D27.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

- (a) Inspections may include the following:
- (i) Inspect progress of Work to be completed;
  - (ii) Inspect for final acceptance of services received based on invoice;
  - (iii) Re-inspect for final acceptance of services received by Contractor. If services are in a deficient state then a re-inspection fee of twenty five (\$ 25.00) dollars will be charged for each tree re-inspection made until the Work is determined to be acceptable.

D27.2 If a planting Site is inspected for Total Performance and it cannot be approved by the Contract Administrator or designate because the Work has not been carried out in compliance with the specifications, an inspection fee of twenty-five (\$ 25.00) dollars per tree is payable by the Contractor to the City of Winnipeg. This fee applies to every subsequent inspection for Total Performance in which deficiencies are found.

- D27.3 The City may reduce any payment to the Contractor by the amount of any inspection fees assessed.
- D27.4 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.
- D27.5 Any deficiencies need to be addressed and re-inspected by the Contract Administrator or his designate before the invoice will be approved.

## **D28. ORDERS**

- D28.1 The Contractor shall provide a local Winnipeg telephone or facsimile number or a toll-free telephone or facsimile number. If possible the Contractor shall provide an e-mail address during the term of the Contract at which orders for delivery may be placed.

## **D29. RECORDS**

- D29.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D29.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses / locations;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.

## **MEASUREMENT AND PAYMENT**

### **D30. INVOICES**

- D30.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg, MB R3B 1B9  
Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D30.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of service;
  - (c) location of service;
  - (d) type and quantity of work provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D30.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D30.4 Bids Submissions must be submitted to the address in B6.6.

**D31. PAYMENT**

D31.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D31.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D32. WARRANTY**

D32.1 Notwithstanding C12, the warranty period for each item of Work supplied shall begin on the day after the tree is planted and the maintenance period shall be for a two (2) year period thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for there under.

D32.1 Further to C12, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

BID OPPORTUNITY NO. 136-2013

PROVISION OF TREE PLANTING AND MAINTENANCE 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)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)



**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 136-2013  
PROVISION OF TREE PLANTING AND MAINTENANCE SERVICES

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
Drawing 1a	Guidelines for the Planting of Trees on Turf Covered Boulevards
Drawing 1b	Guidelines for the Planting of Trees on Turf Covered Boulevards
Drawing 2	Guidelines for the Planting of Replacement Trees in Hard Surfaced Areas
Drawing 3	Guidelines for the Planting of Trees in Parks

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### E2. SERVICES

E2.1 This specification shall cover the receiving, transportation to planting site, and installation of trees plus the removal of stumps in accordance with the working drawings and the Contract documents on all properties that are owned by, or under the jurisdiction of, the City of Winnipeg.

E2.2 The Contractor shall ensure only experienced personnel, under the direction of a skilled supervisor, shall execute all of the Work. The supervisor shall be on Site at all times during the Work and shall be authorized to make binding decisions on behalf of the Contractor.

E2.3 It is understood that the Contract Administrator shall consult with the City Forester on matters which do not conform to, or which are not addressed, by these Specifications.

E2.4 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed in Form B Prices, shall apply to the Work.

- (a) The City of Winnipeg Standard Construction Specifications is available on the information Connection page at the City of Winnipeg Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt/bidopp.asp>

E2.5 The version in effect three (3) Business Days before the Submission Deadline shall apply.

#### E3. TREE SITES AND LAYOUT

E3.1 The Contractor will be supplied with a list from the Contract Administrator stating the exact Work Sites for planting of trees, and specifying a tree species to be planted for each Site. The Sites are arranged on a priority basis.

- (a) The Contractor is advised that the Work Sites may not identify the exact location requiring Tree Planting and Maintenance Services.
- (b) The Contractor must begin with the first (1<sup>st</sup>) listing and follow it through to the last listing unless the Contract Administrator approves other arrangements.
- (i) The Contract Administrator will notify the Contractor which location the planting will start in.

- (c) The list shall include a map, which the Contractor can use to facilitate planting.
  - (i) The Contractor shall obtain all necessary utility clearances prior to the commencement of planting and in a timely manner so as not to jeopardize the schedule of the complete tree planting operation;
  - (ii) The Contractor is to comply with the instructions on the utility clearance sheets;
  - (iii) Trees are not to be planted directly above underground utilities, unless hydro-excavation techniques are used;
  - (iv) Where a specified planting Site conflicts with underground utilities, the Contractor may modify the precise location in compliance with the utility clearances and the Minimum Distance Guidelines:
    - (v) Intersections: six (6m) metres;
    - (vi) Light standards, hydro poles, hydrants, manholes and sewer grates: three (3m) metres;
    - (vii) Private approaches: one and a half (1.5m) metres.
- (d) Where a planting Site must be modified by more than one (1) metre, the Contractor must receive prior approval from the Contract Administrator or designate;
- (e) The Contractor shall ensure boulevard trees must be kept in line with the existing tree alignment, except where otherwise indicated by the Contract Administrator; and
- (f) All Work on the Site shall be completed prior to the commencement of any further Work being given.

E3.2 When each location is completed, the Contract Administrator will give another similar list and map for a new work location to the Contractor.

E3.3 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on or over private property.

E3.4 The Contractor shall take all such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.

E3.5 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.

#### **E4. PLANTING SOIL**

E4.1 The planting soil shall consist of screened clay textured or loam textured dark soil. A fertile, friable material (neither of heavy clay nor of a very light sandy composition) containing by volume, a minimum of four (4%) percent for clay loams and two (2%) percent for sandy loams to a maximum twenty-five (25%) percent organic matter (peat, rotted manure or composted material) and capable of sustaining vigorous plant growth. The pH shall range from 6.0 to 8.0.

E4.2 The planting soil shall be free of any mixture of subsoil, clay lumps and stones over twenty-five (25) mm in diameter, roots, grass, weeds, construction material, foreign non-organic objects, any form of limestone and other extraneous matter.

- (a) shall not contain couch or crab grass rhizomes;
- (b) may be either on-site soil or imported soil;
  - (i) on-site soil which has been stockpiled can be reused providing that it is shredded or screened prior to being re-spread and that it meets the requirements specified above for soil;
- (c) shall not be blown-in dirt taken from wind erosion sites;
- (d) shall not be taken from agricultural fields where such soil may contain soil incorporated herbicides with lasting residual effects, such as eradicane and atrazine;

- (e) will be subject to tests for nitrate, phosphate, potassium, sulphate, pH, E.C. (salinity), and volume of organic matter, by a testing laboratory designated by the Contract Administrator.

E4.3 The Contract Administrator reserves the right to reject planting soil not conforming to the requirements of these Specifications.

## **E5. WATER**

E5.1 The Contractor shall provide a water supply, all costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.

E5.2 Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.

E5.3 Water from rivers and streams shall not be used without prior approval of the Contract Administrator.

E5.4 Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.

## **E6. MULCH**

E6.1 The Contractor shall provide mulch:

- (a) shall be a clean bark or wood chip free of leaves, branches and other extraneous matter;
- (b) shall consist of chips not less than fifteen (15) mm nor larger than seventy-five (75) mm in size and not more than twenty (20) mm thick.
- (c) be to the depth of fifty (50mm) or two (2") inches to one hundred (100mm) or four (4") inches and must not be placed within eight (8cm) or three (3") inches of the trunks of trees.

## **E7. TREE PITS / STUMP REMOVAL METHODS**

E7.1 Tree Pits on turf covered Boulevards shall be excavated using the following methods.

- (a) shall be excavated using a backhoe, not a tree spade.
- (b) tree pit diameter on the axis parallel to the street shall be a minimum of one and half (1.5) times the diameter of the root ball (see drawing 1a and 1b). Tree pit diameter on the axis perpendicular to
  - (i) tree pits are not to be dug within one and half (1.5 m) metres of existing hard surfaces or utilities,
  - (i) the contractor may dig a smaller tree pit to conform to this minimum distance guideline when necessary.
- (c) All existing stumps located on the boulevard in front of the designated address for a tree planting shall be removed and all labour, equipment and materials necessary for grinding of stumps, disposal of debris, and site restoration shall be provided by the Contractor.
  - (i) stumps that exist above or below grade in the designated planting location shall be removed entirely;
  - (ii) stumps that are adjacent to the planting location, but in front of the designated address for the tree planting, need only to be grinded to twelve (12") inches below grade;
  - (iii) immediately after each stump is grinded the debris must be removed and the surrounding site restored, including soil and seed;
  - (iv) all work under this Contract shall be assigned by supplying the Contractor with a list of stumps that require removal;
  - (v) the cost is to be bid by price per range of diameter of the stump (Class 1 to 6), measured across the face of the stump at its longest measurement not including the

extension of surface roots. If there are any questions as to proper measurement, they must be discussed with the City's representative before grinding the stump.

- (d) Pit depth shall be such that the top of the root ball is even with the existing grade, taking into account that proper planting depth requires the root flare to be at or slightly above the finished grade. It is important to determine how deep the root flare is in the ball before it is placed in the planting hole. Sometimes the top of the ball may need to be raised until the root flare is at the proper planting depth and/or soil must be removed from the top of the ball.
- (e) Each tree must be planted such that the trunk flare is visible at the top of the root ball. Trees where the trunk flare is not visible shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed. Do not cover the top of the root ball with soil.

E7.2 Tree Pits in hard surface areas shall be excavated using the following methods (see drawing 2).

- (a) Remove tree grate if present;
  - (i) Any tree grates removed must be placed adjacent to the tree pit in a safe manner.
- (b) Existing tree wells shall be excavated by hydro-excavation or other approved techniques to achieve sides vertical to the hard surface at a width equal with the edge of the hard surface area up to a maximum of two (2) times the root ball width;
- (c) Pit depth shall be such that the top of the root ball is two (2) inches below existing grade taking into account proper planting depth associated with the root flare as specified in E7.1 (d).
- (d) Stumps in existing tree wells and raised planters shall be removed entirely and all labour, equipment and materials necessary for grinding of stumps, disposal of debris, and back filling of stump holes shall be provided by the Contractor. These costs shall be included in the bid price.
  - (i) Immediately after each stump is removed, the grindings and debris must be removed from the hole and the Work Site, including adjacent sidewalk, street and gutter.
  - (ii) All work under this Contract shall be assigned by supplying the Contractor with a list of stumps that have been marked with the diameter of the stump.
  - (iii) Cost is to be bid by price per cm of the diameter of the stump measured across the face of the stump at its longest measurement not including the extension of surface roots. The measured size will be spray painted on the stump and if there are any questions as to proper measurement, they must be discussed with the City's representative before grinding the stump.
- (e) Replace tree grate if necessary.

E7.3 Tree Pits in Parks shall be excavated using the following methods (see Drawing 3):

- (a) Tree pits shall be excavated using a backhoe, not a tree spade; and
- (b) Tree pits shall be minimum two (2) times the diameter of the root ball.
- (c) Pit depth shall be the same as stated in E7.1 (d).
  - (i) Special conditions exist for hard surface boulevards as specified in E7.2(c)

E7.4 The bottom of all excavations shall be protected against freezing.

E7.5 No excavations site shall be left open longer than twenty-four (24) hours in duration.

- (a) Holes that are left open overnight must be covered with a sheet of plywood and be marked with a minimum of one (1) safety cone.
  - (i) Plywood shall be of a minimum thickness of 5/8" inch.

E7.6 Tree planting in tree pits surrounded by hard surfaces is subject to special conditions as stated in E7.2.

## **E8. PLANTING**

E8.1 The Contractor is expected to plant trees as follows:

- (a) All Trees shall be set plumb and shall be placed in the centre of the tree pit.
- (b) Trees shall be placed on undisturbed soil and to a depth as stated in E7.1(d).
- (c) Once the tree has been set in its final position, burlap on the root ball shall be folded back from the top 1/3 of the root ball.
  - (i) If a wire basket has been used, it shall be cut off from the top 1/3 of the root ball.
  - (ii) All twine shall be removed from the root ball.
- (d) Tamp soil around root system to eliminate air voids.
- (e) Grade the area around the tree according to the drainage type.
- (f) All planting areas shall be levelled, raked and edged to give a neat appearance.

E8.2 Upon completion of the planting operation, the Contractor shall:

- (a) Install tree trunk protection (as per D23.1) around the base of each tree trunk.
- (b) Install stakes and straps (as per D23.2), if deemed necessary.
  - (i) Ensure ends of wires are twisted tight so that there are no protrusions.
- (c) If, upon inspection by the Contract Administrator or designate, it is determined that a stake is necessary (e.g. windblown tree) the Contractor shall be responsible for installing the stake and strap as requested.
- (d) Form a water dish shall be formed from the soil around the outside edge of the root ball with a berm 100 mm in height.
  - (i) soil shall not be piled around the tree trunk.
  - (ii) No water dish shall be formed when planting on hard surface boulevards.
- (e) Install wood chips or other mulch (as per E6.1).
- (f) Administer watering:
  - (i) Watering must be done slowly to ensure that water does not run away from the root zone and so the top 300 mm of the soil around the root system of the tree are well saturated.
  - (ii) Use a deep root feeder (hard surface boulevards) or low-pressure open flow nozzle and hose (turf boulevards and parks).
  - (iii) The water stream must not gouge out a hole in the soil or mulch.
  - (iv) It is the responsibility of the Contractor to secure all necessary utility clearances when watering using a deep root feeder

E8.3 Replacement Plantings that are requested during the maintenance period shall be completed within five (5) Working Days of the request of the Contract Administrator. Failure to do so will result in the maintenance period for that zone being extended an amount equal to the time that elapsed between the request and the actual replacement of the plant material.

## **E9. TREE MORTALITY**

E9.1 If a tree dies and the Contract Administrator has documentation that it sustained damage from incorrect handling or transport by the Contractor prior to planting, that tree will be replaced and maintained at the sole expense of the Contractor, plus two (2) years Maintenance Period applies and then the Warranty applies.

E9.2 If a tree dies and the Contractor has not been submitting the regular maintenance records in accordance with this Contract, then the cost to supply, plant and maintain that tree as originally indicated in the Contract shall be at the sole expense of the Contractor plus two (2) years Maintenance Period applies and then the Warranty applies

- E9.3 If a tree dies and that tree has been maintained in accordance to the Specifications, a new tree will be added to the Contract and supplied by the City. The Contractor then shall plant the tree and perform the two (2) years Maintenance warranty as specified in this document.