



828-2014 ADDENDUM 2

FORKS PARCEL 4 SITE, PLANTING

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY

ISSUED: August 29, 2014
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20131129

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

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Add: Part E Specifications:

- E 10 Maintenance
- E 11 Cash Allowance

PART A – BID SUBMISSION

Replace: 828-2014 Bid Submission with 828-2014 Addendum 2 - Bid Submission.

The following is a summary of changes incorporated in the replacement Bid Submission:

- (a) Form B (R1) - Revise Items 1 and 2 to read
 - 1. Supply, Installation and Three Year Maintenance of Black Hill Spruce Trees
 - 2. Supply, Installation and Three Year Maintenance of Scotch Pine Trees
- (b) Delete Item 3. Annual Maintenance and add Item 3. Cash Allowances.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, September 04, 2014

PART D – SUPPLEMENTAL CONDITIONS

Revise: D10.1 to read: If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the date of Total Performance 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.

Revise: D13.1 to read: The Contractor shall achieve Substantial Performance by September 26, 2014
Revise: D14.1 to read: The Contractor shall achieve Total Performance at the end of the scheduled maintenance period based on three years from the date of Substantial Performance, September 26, 2017.

Revise: D16.1 to read: The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications.
(a) Maintenance of plant material as specified in E10;
(b) Maintenance of plant material shall be for a period of three (3) years from date of Substantial Performance.

Add: D16.2: Determination of Substantial Performance and Total Performance shall be INCLUSIVE of scheduled maintenance identified herein.

PART E – SPECIFICATIONS

Revise: E9 to read:

E 9 TREE PLANTING

E 9.1 Description

E 9.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.

E 9.1.2 Work shall include, but not necessarily confined to, the supply and installation of trees as indicated on the drawings.

E 9.2 General

E 9.2.1 The Contractor shall ensure only experienced personnel, under the direction of a skilled supervisor, shall execute all the Work. The supervisor shall be on Site at all times during the Work and shall be authorized to make binding decision on behalf of the Contractor.

E 9.2.2 Related Sections

- a) Specification E 8 - Planter Preparation
- b) Specification E10 – Maintenance
- c) Specification E11 – Cash Allowances

E 9.2.3 Reference

a) All plants shall be supplied and installed as per the Canadian Standards for Nursery Stock Current Edition, published by the Canadian Nursery Trades Association, except where specified otherwise.

E 9.2.4 Source Quality Control

- a) All plant material shall be randomly inspected at the source upon request of the Contract Administrator prior to digging.
- b) Trees are to be grown in nurseries under proper cultural practices as recommended by the Canadian Nursery Trades Association.

- c) Only those trees that have been grown for at least the four (4) previous years in local Manitoba nurseries located in an Agriculture Canada Plant Hardiness Zone designation of 2(a or b) or 3(a or b) and within a 250 kilometre radius of Winnipeg, will be accepted. Trees that have grown in plant hardiness zones 1 and 4 or greater will be rejected.
- d) Contractor to provide proof of tree seed source, product is to be nursery grown from local seed within Manitoba.

E 9.3 Materials

E 9.3.1 Miscellaneous Materials

- (a) Planting Mix: shall be as per E 8 Planter Preparation
- (b) Water: potable and free of minerals which may be detrimental to plant growth.
- (c) Fertilizer shall be a slow release formulation of low nitrogen and high phosphorus e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (d) Wire Baskets:
 - (i) **1m (40") diameter wire basket for 2.4m (8ft) ht. tree;**
 - (ii) Horticultural accepted product designed to carry the weight and to contain a burlap-covered root ball
 - (iii) Ensure tree and its root ball are dug to fit into the 1m (40") diameter wire basket with trunk centred on root ball.

E 9.3.2 Plant Material

- (e) All nursery stock supplied shall be Canadian Prairie nursery grown, and of species and sizes indicated in the plant list on the drawings. Its quality shall be in accordance with the "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (f) Any nursery stock dug from native stands, wood lots, orchards, or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless specified below.
- (g) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. The names of varieties not named therein are generally in conformity with the names accepted in the nursery trade.
- (h) Plants shall be free of disease, insect infestation, rodent damage, or environmental stress.
- (i) Trees:
 - (i) To be characteristically developed for their species and structurally sound, well branched, 360 degree symmetrical, healthy, vigorous and densely foliated when in leaf. The tree is to have a healthy, well developed, fibrous root system which may be verified through a testing procedure that destructively samples one or more randomly selected root balls;
 - (ii) To have been root pruned regularly, but not later than one growing season prior to arrival on Site. The Contractor may be required to furnish documentation to the client on their root-pruning program. Trees in excess of 75mm caliper are to have been half root pruned during each of two successive growing seasons, the latter at least, one growing season prior to arrival on Site;
 - (iii) To have all parts, especially lower branches, moist and show live, green cambium tissue when cut;
 - (iv) Single stem trees to have only one, sturdy, reasonably straight and vertical trunk, and a well balanced crown with fully developed leader.
 - (v) To be free of disease, insect infestation, rodent damage, sun scald, frost cracks, abrasions, unhealed scars, scars exceeding 5cm in diameter, major forks or crooks in the trunk, broken branches, or angled leaders. Trees having the above defects will not be accepted by the Contract Administrator;

- (vi) Trees having a leader which has developed at a sharp angle to the trunk as a result of pruning or trunk damage will not be accepted;
- (vii) Trees exhibiting suppressed, weakly developed branches due to competition from other closely spaced trees in the nursery will not be accepted. Trees exhibiting dead branches will not be accepted.
- (viii) Any tree that has come out of dormant stage and is too far advanced will not be accepted unless prior approval obtained. Approval is required for any tree which has been held in cold storage.
- (ix) Balled and burlapped trees in excess of a 3m height must have been dug with large firm ball. Roots in root balls must be comprised of 75% fibrous and feeder root systems. Secure root balls with burlap, heavy twine and rope. For trees 75mm or more in caliper, wrap ball in double layer of burlap and drum lace with minimum 10mm diameter rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.
- (x) Tree spade dug trees are to be dug with mechanized digging equipment with hydraulic spade. Lift root ball from hole, place in 1m (40") wire basket designed for purpose and lined with burlap. Tie basket to ball with heavy rope. Take care not to injure trunk of tree with wire basket ties or rope.
- (xi) Use of collected or native trees is not permitted.

E 9.3.3 Tree Quantity and Size

- (a) Trees are to be planted at the quantities and sizes listed on the Plant List which is shown on the Drawing. Any variation from the specified quantity is to be clearly identified on the Schedule of Prices. Any variations to species, size or caliper of specified trees will require a request for approval from the Contract Administrator.
- (b) Any changes in planting locations will be determined on-Site by the Contract Administrator.
- (c) The Contractor shall supply trees as indicated in the Schedule of Prices and Plant List.
- (d) Trees are to be measured when the branches are in their normal position. Height dimensions specified are to refer to the main body of the tree and not from branch tip to root base. Where trees have been measured by caliper or diameter, reference is to be made to the diameter of the trunk measured 15cm above the ground as the tree stands in the nursery prior to lifting. Caliper of tree shall be appropriately designed on a permanently fixed tag on one of the branches.

E 9.3.4 Shipment and Pre-Planting Care

- (a) Coordinate shipping of trees and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Tie branches of trees securely, and protect trees against abrasion, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Cover tree foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp pruning shears. Make clean cuts, and cover cuts over 10mm diameter with a tree wound dressing.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees which cannot be planted immediately in shaded areas and water well.

E 9.4 Construction Methods

E 9.4.1 Workmanship

- (a) Ensure plant material and planter preparation materials on site are acceptable to the Contract Administrator prior to installation.

- (b) Keep Site clean. Immediately remove debris spilled onto parking lot, street pavement, grass or sidewalk.

E 9.4.2 Planting Time

- (a) Plant only under conditions that are conducive to health and physical conditions of trees.
- (b) Coordination of planter preparation, tree digging operation and installation to be outlined for review and approval by Contract Administrator.
- (c) Provide planting schedule to Contract Administrator. Extending planting operations over long period using limited crew will not be accepted.

E 9.4.3 Installation

- (a) Install drainage layer, geotextile in planters as shown on the drawings.
- (b) Plant trees in planters, set plumb, leave wire basket intact and as indicated on Drawings. Locations shall be approved by the Contract Administrator prior to installation.
- (c) Install planting mixture to within 75mm of top of planter and mulch to within 35mm of top of planter. Planting mix should be firmly compacted.
- (d) Protect bottom of tree pit against freezing.
- (e) Planting shall be done during periods of suitable weather conditions and in accordance with locally accepted practice.
- (f) Trees are to be planted within forty eight (48) hours of excavation from the nursery.
- (g) No planter preparation is to be left without a tree at the end of the Contractor's Work Day. Planting program is to be planned to ensure that all approved trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (h) With root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Wire basket to remain intact to allow for future removal or replacement. Burlap or rope shall not be pulled from under root ball. Non-biodegradable wrapping shall be removed.
- (i) After inserting the tree in the planter, peat moss / soil mix shall be packed firmly around the roots. After filling, the planting shall be watered at frequent intervals.
- (j) All nursery stock shall be set plumb in the centre of planter and at levels as shown on the planting details.
- (k) Trees shall be placed equal to depth they were originally growing in nursery.

E 9.4.4 Fertilizing

- (a) When planting is completed, give surface of planting saucer dressing of fertilizer meeting the requirements of Specification. Mix fertilizer thoroughly with top layer of planting soil and water in well.

E 9.4.5 Pruning

- (a) Upon completion of planting prune trees as per E10 - Maintenance

E 9.4.6 Watering

- (a) Trees are to be watered during the planting procedure and thereafter as described E10 - Maintenance

E 9.4.6 Maintenance

- (a) The Contractor shall be responsible for the maintenance of the trees for a period of three (3) years from the date of Substantial Performance. Any trees planted after September 15th, the maintenance period will commence on May 15th of the following year or such date as mutually agreed upon by all parties.
- (b) Maintenance shall per as per specification E10 - Maintenance.

E 9.4.7 Warranty

- (a) The Contractor shall, at his/her expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of one (1) year from the date of the Substantial Performance.
- (b) Plant material that succumbs due to site exposure, site conditions, weather, and vandalism shall be replaced as directed by the Contract Administrator. Costs shall be drawn from the cash allowance.
- (c) End-of-Warranty inspection will be conducted by the Contract Administrator.
- (d) The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

E 9.4.8 Replacements and Removals

- (a) As per specification E10 - Maintenance.

E 9.5 Measurement and Payment

E 9.4.8 Installation of trees shall be measured on a per unit basis and paid for at the Contract Unit Prices. The number to be paid for will be the total number of trees installed and maintained as per the Drawings and the technical specifications, as measured and accepted by the Contract Administrator. Payment shall be made as per the following schedule:

- (a) 60% of Contract Unit Price upon Substantial Performance
- (b) 15% of Contract Unit Price upon completion of 1st year maintenance
- (c) 15% of Contract Unit Price upon completion of 2nd year maintenance
- (d) 10% of Contract Unit Price upon completion of 3rd year maintenance (Total Performance)

Add: E 10:

E 10 MAINTENANCE

E 10.1 General

E 10.1.1 Description

- (a) The Work to be done by the Contractor under this Specification shall cover the maintenance of trees for a period of three years from the date of installation. Work shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified. In general, Work shall include:
 - (i) Spring cleaning
 - (ii) Fertilizing
 - (iii) Watering
 - (iv) Weed Control
 - (v) Pest and disease control
 - (vi) Tree support repair and adjustment
 - (vii) Tree pruning
 - (viii) Winter preparation

E 10.1.2 Related Sections

- (b) Specification E8 - Planter Preparation
- (c) Specification E9 – Tree Planting

(d) Specification E11 – Cash Allowances

E 10.1.3 Protection

- (a) All existing and new plants, site services, curbs, paving, structures, finishes and all other features shall be protected against damage during the work. Damage shall be reported and shall be promptly and completely repaired.
- (b) Appropriate measures shall be taken to ensure that no spillage of fuels, toxic construction materials, or other toxic wastes occurs, and where use of such materials is necessary, to ensure that adequate containment facilities and cleanup equipment are utilized.
- (c) No toxic or waste materials shall be dumped into water courses.
- (d) No toxic materials, fertilizers, or fuels shall be stored adjacent to water courses in a location where spillage could result in seepage into a watercourse.
- (e) All toxic wastes and other material shall be disposed of in a manner acceptable to the Owner and in accordance with municipal, provincial and federal regulations.

E 10.1.4 Safety

- (a) Maintenance work shall be done in a manner that complies with all applicable laws, bylaws, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- (b) All safeguards for safety and protection, as required by the Workers' Compensation Board, shall be put in place and maintained while maintenance work is in progress.
- (c) Barricades, safety guards, and warning devices shall be erected and maintained whenever necessary for the protection of persons and property.

E 10.1.5 Maintenance Schedule

- (a) The Contractor shall provide a complete written Maintenance schedule to the Contract Administrator before April 15th of each maintenance year.

E 10.1.6 Documentation and Reporting

- (a) Each time maintenance personnel are on the site, they should record in a logbook the operations carried out and should record any conditions that require attention or monitoring. A summary of the information should be submitted monthly to the Contract Administrator on a supplied form. Conditions requiring immediate attention should be brought to the Contract Administrator's attention, immediately.
- (b) The Contractor should review the site weekly and adjust maintenance operations to suit observed conditions. A Site Maintenance Inspection Form should be used to record each site visit and forwarded to the Contract Administrator. This form will be provided by the Contract Administrator
- (c) Report in writing any major maintenance procedures intended, minimum one week in advance.

E 10.1.7 Replacements and Removals

- (a) Dead trees will either be replaced or removed (tree and planter). Replacement trees shall be supplied and installed at a negotiated price. Planters to be removed shall be relocated on-site as directed by the Contract Administrator.

E 10.1.8 Chemicals

- (a) Handling and applications of all chemicals, including but not limited to herbicides, pesticides, fungicides and insecticides, shall be done in accordance with provincial and federal legislation.
- (b) Use, handling and disposal of chemicals shall comply with all applicable legislation and regulations, including, but not limited to, the federal Pest Control Products Act, Fisheries Act, and Food and Drugs Act; and the provincial Pesticide Control Act, Wildlife Act, Weed Control Act, Plant Protection Act, and Waste Management Act, as well as any municipal or regional district legislation.

- (c) Proper advance notification to people in the area, including posting of warning signs, shall be done before any spraying is carried out, in accordance with local and provincial legislation.

E 10.1.9 Reporting Damage

- (a) While it is recognized that the maintenance contractor is not responsible for reviewing the site for general hazards, if any dangerous or potentially dangerous situations are observed then notification should be given at once, verbally, and where necessary in writing, to the Contract Administrator and to the appropriate public agencies or authorities responsible for the safety and repair of such property as public utilities or for protection of the environment.
- (b) Notification of damage to property site features or the environment should be included in the required site report.

E 10.2 Materials

E 10.2.1 General

- (a) Materials are to conform to the requirements of related Specification sections.

E 10.2.2 Fertilizer

- (a) Fertilizer shall be complete synthetic slow release fertilizer with maximum 35% water soluble nitrogen.

E 10.2.3 Condition of Equipment

- (a) Prior to the Award of the Contract, the Bidder will be required to arrange to have the equipment inspected by the Contract Administrator to verify that the equipment is in good operating condition and meets the requirements of the Specifications.
- (b) The supply of replacement equipment of equal or larger size, if regular units are under repair, will be the responsibility of the Contractor.

E 10.3 Construction Methods

E 10.3.1 General

- (a) Programming timing of operations to growth, weather conditions and use of Site.
- (b) Each operation shall be done continuously and completed within reasonable time period.
- (c) Store equipment and materials off-site.
- (d) Collect and dispose of debris or excess material on a daily basis.

E 10.3.2 Spring Cleaning

- (a) Undertake cultivation, weed control and pruning, as described below, as soon as weather and site conditions permit.
- (b) Wash tree using a gentle spray removing any accumulated dust, debris, and needles.
- (c) Straighten any tree which is leaning.

E 10.3.3 Fertilizing

- (d) Fertilize twice per growing season - on May 15 and August 15.
- (e) Fertilizer shall be spread evenly at frequency, ratio and rates as recommended by Manufacturer. Use approved mechanical spreading equipment. Check calibration to ensure specified rate is spread evenly. Water immediately after fertilizing. Rectify uneven spreading as soon as it becomes apparent.

E 10.3.4 Watering

- (a) Water shall be applied as required to all planted trees to supplement rainfall and to maintain optimum growing conditions. In general, water once a week to achieve rates as indicated. Allow soil to adequately dry between watering to prevent over saturation without creating water stress.

- (b) Water shall be applied in a soft spray to avoid packing of soil. Move watering equipment as required avoiding running of water. Do not impede use of sidewalk and other paved areas.
- (c) Water every other day for first month and every third day for second month after planting. Thereafter, water once per week between May 1 and October 15.
- (d) A complete record is to be kept of each series of watering for all planted trees noting: 1) location, and 2) date of watering. This record is to be given to the Contract Administrator when requested.
- (e) Apply 40 litres of water per 25mm calliper per application using deep root feeder or low-pressure open flow nozzle and hose. The water stream must not gouge out a hole in the soil and mulch.

E 10.3.5 Weed Control

- (a) Surface of tree planter shall be maintained free of weeds. Do not allow weeds to establish for a period longer than one (1) week.
- (b) Obtain written approval of Contract Administrator prior to using any herbicides.
- (c) Do not use dicamba and picloram solutions near trees.

E 10.3.6 Pests and Disease Control

- (a) Obtain written approval of Contract Administrator prior to using any pesticide.
- (b) Control pests and disease through pruning or application of pesticides. Use species specific pesticides where possible. Use only pesticides of low mammalian toxicity. Strictly follow manufacturer's written instructions.

E 10.3.7 Cultivating Planters

- (a) Cultivate surface of planter whenever required to keep top layer of soil, loose, friable and free from weeds. Any operation must be continuous without interruption.
- (b) Take care not to damage roots. Use small hand tools.
- (c) Collect and dispose of paper and refuse. Remove leaves, branches, and seed pods (cones).
- (d) Loosen top layer of mulch without mixing it with soil underneath.
- (e) Add mulch as required to maintain specified thickness.

E 10.3.8 Tree Pruning

- (a) The Contractor shall provide a person with a valid Manitoba Tree Pruner's License for all pruning Work.
- (b) Prune trees as required to remove dead, broken or damaged limbs. Prune back to healthy growth while maintaining balanced shape.
- (c) Use clean sharp tools. Make cuts co-incident with the branch collar near the main stem or branch. Cuts must be smooth and sloping to prevent accumulation of water on cut. Do not leave little stumps ("horns") on trunks or main branches.
- (d) Prune trees according to accepted horticultural practices as outlined in the Pruning Manual, Publication No. 1505 by Agriculture Canada.

E 10.3.9 Winter Preparation

- (a) Rake and assemble leaves after they have been shed by trees. Remove from site.
- (b) If directed by Contract Administrator, protect trees from rodent damage using fine wire mesh or approved plastic protector or by applying rodent repellent sprays.
- (c) Ensure adequate moisture in root zones of trees material prior to freeze-up.
- (d) Apply anti-desiccant to evergreen trees susceptible to winter desiccation.

E 10.4 Measurement and Payment

- E 10.4.1 Measurement and payment for maintenance shall be included in the cost of trees, as per E9 – Tree Planting. No separate payment will be made for this Work.

Add: E11

E 11 CASH ALLOWANCES

E 11.1 The Contract Price includes a cash allowance for possible tree replacements, maintenance, and other Work as directed by the Contract Administrator. Expenditure of the cash allowance shall be done via approved Change Order.