



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 61-2007**

**SUPPLY AND DELIVERY OF TURF GRASS SOD**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF TURF GRASS SOD

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 3, 2007.

B2.2 Bid Submissions 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 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.

B3.4 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.

B3.5 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product 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.
- B5.6.1 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 shall 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 price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

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

- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission 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 Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission 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.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions 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.
- B7.2.1 If a Bid is submitted jointly by two 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission 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.

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 Prices, identified on Form B: Prices as "Delivered" Price, shall be based on a minimum delivery of approximately 143.5 sq. yards (2 pallets).

B8.3 Prices shall be in yd<sup>2</sup>.

B8.4 Bidders should complete Form B: Prices with their proposed cultivars as identified in E2.4(a) or E2.11(a); and E2.4(b) or E2.11(b).

B8.5 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.

B8.6 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.

## **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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 The Bidder shall be prepared to 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.

B9.3 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 Bid Submissions will not be opened publicly.

B10.2 After 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 Branch internet site 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission 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 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.

B12.1.1 Notwithstanding GC.7.05(2), 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.

- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in 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 (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Total 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 Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements 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 Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract will be awarded as a whole.

### **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.
- B14.2.1 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.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.3.1 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.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply and delivery of turf grass sod for the period of May 14, 2007 to December 31, 2008.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
  - (d) "**yd<sup>2</sup>**" means square yards.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Debbie Shkolny  
Contracts Officer  
Corporate Finance Department  
Materials Management Branch  
Main Floor, 185 King Street

Winnipeg MB R3B 1J1

Telephone No. (204) 986-2249

Facsimile No. (204) 949-1178

## **D5. NOTICES**

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. WORKERS COMPENSATION**

D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D7.
- D8.3 The City intends to award a Contract by May 2, 2007.

### **D9. ORDERS**

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D10. RECORDS**

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D11. INVOICES**

- D11.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit monthly invoices for all orders delivered during the previous calendar month.
- D11.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D11.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.

D11.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D12. PAYMENT**

D12.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D13. WARRANTY**

D13.1 The Contractor warrants that the goods will be free of any and all defects or deficiencies upon delivery. Any sod delivered to the Work Site that in the opinion of the Contract Administrator or his/her delegate does not conform to the specification detailed herein, shall be rejected by the Contract Administrator or his/her delegate and replaced by and at the expense of the Contractor.

D13.1.1 Latent Defects  
Any sod that has been delivered to the Work Site by the Contractor, accepted and installed by City forces that in the opinion of the Contract Administrator or his/her delegate is determined that it does not conform to the specifications detailed herein, the Contractor shall replace the sod and reimburse the City equal to the City's cost for materials (new soil and water required for replacement sod), equipment and labour to remove the deficient sod and re-install replacement sod.

D13.2 Upon notification by the User, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the User during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.

D13.3 Notwithstanding D13.1 and D13.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where the goods were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. GOODS

E2.1 The Contractor shall supply turf grass sod in accordance with the requirements hereinafter specified.

E2.2 Goods are identified on Form B: Prices as Items No. 1, and 2, and in the following sizes:

(a) Items No. 1 and 2: yd<sup>2</sup> pieces.

#### 2007 AND 2008 SOD SEASON

E2.3 The Contractor shall supply turf grass sod with a mineral soil layer containing a minimum of 70% inorganic soil. Upon delivery or thirty (30) days following delivery, the salinity rating shall be less than 4.0 mm hos/cm on a saturated paste basis. The pH range shall be between 6.0 – 8.0. Sod supplied shall have been sown in nursery fields with Canada Certified No. 1 or Canada Certified No. 2 grass seed and mixed by percentage (%) of weight to meet the following certified seed blends or mixtures:

E2.3.1 Item No. 1: For athletic grounds, sod shall contain a blend composed of:

(a) One hundred percent (100%) Kentucky Bluegrass (100% Class 1 cultivars as specified in E2.4(a), 3 cultivars in equal proportions).

E2.3.2 Item No. 2: For general park areas, boulevards, medians and interchange areas sod shall contain:

- (a) A blend composed of one hundred percent (100%) Kentucky Bluegrass (100% Class 1 or Class 2 cultivars as specified in E2.4(a) or E2.4(b), 3 cultivars in equal proportion); or
- (b) A mixture of ninety five (95%) Kentucky Bluegrass (100% Class 2 Cultivars as specified in E2.4(b), 3 cultivars in equal proportion) and five percent (5%) Creeping Red Fescue.

E2.4 Wherever Kentucky Bluegrass is specified, the proportion of the cultivars to be included in the blend shall adhere to the following:

(a) Class 1 Cultivars – specified blend of Class 1 cultivars shall consist of equal proportions of any three of the following:

Able 1	Absolute	Allure	Award	Baron
Bartitia	Blacksburg	Blackstone	Caliber	Challenger
Chateau	Estate	Explorer	Kelly	Liberator
Limousine	Midnight	Misty	Northstar	NuGlade
Pick 8	Pick 151	Platini	Quantum Leap	Rambo
Rugby II	Serene	Shamrock	SR 2000	Total Eclipse
Touchdown	Unique	VB 16015	Wildwood	

(b) Class 2 Cultivars – specified blend of Class 2 cultivars shall consist of equal proportions of any three of the following:

A 34	Abbey	Alpine	America	Apollo
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Arcadia	Ascot	ASP 200	Banff	Barnoie
Baruzo	Bluechip	Cardiff	Champagne	Chicago
Classic	Compact	Conni	Coventry	Crest
Cynthia	Dragon	Eclipse	Fortuna	Glade
Goldrush	Haga	Huntsville	Impact	Indigo
Jefferson	Kenblue	Langara	Lipoa	Livingston
Marquis	Mercury	Moonlight	Nimbus	NuBlue
NuStar	Odyssey	Park	Pepaya	Pick 3
Pick 4	Pick 855	Princeton 105	Raven	Rugby
Seabring	Sodnet	SR 2100	SR 2109	Washington

- E2.5 Any variations to the above referenced seed blends or mixtures, shall be approved by the Contract Administrator, or his/her designate, prior to delivery of sod.
- E2.6 Turf grass sod shall be free of disease, turf damaging insects and any grass species, strains or cultivars other than specified herein.
- E2.7 At the time of delivery, turf grass sod shall:
- (a) Not contain more than ten (10) broadleaf weeds per fifty (50) square metres;
  - (b) Have been mowed to a height of 50 mm prior to delivery and be of sufficient density that no surface soil will be visible;
  - (c) Have a uniform inorganic soil layer thickness of not less than 12 mm and not greater than 19 mm and shall be consistent throughout all loads delivered to the work site; and
  - (d) Have the organic thatch layer within the sod not exceed an uncompressed thickness of 12 mm.
- E2.8 During wet weather, sod shall be allowed to dry sufficiently to prevent tearing during lifting and handling. During dry weather, the sod shall be protected from drying to ensure its vitality and to prevent dropping of soil in handling. Dry sod and small broken or irregular pieces of sod will be rejected

#### **2009 AND 2010 SOD SEASON – PROPOSED CULTIVARS**

- E2.9 Bidders are advised that the following information is for the 2009 and 2010 sod season. This describes the type of sod the City will specify in the 2009-2010 bid opportunity so that Bidders can make arrangements to start using/sowing these revised cultivars in the spring of 2007. Bidders are not required to bid on these cultivars in this bid opportunity, but may if the sod currently contains these cultivars.
- E2.10 The Contractor shall supply turf grass sod with a mineral soil layer containing a minimum of 70% inorganic soil. Upon delivery or thirty (30) days following delivery, the salinity rating shall be less than 4.0 mmhos/cm on a saturated paste basis. The pH range shall be between 6.0 – 8.0. Sod supplied shall have been sown in nursery fields with Canada Certified No. 1 or Canada Certified No. 2 grass seed and mixed by percentage (%) of weight to meet the following certified seed blends or mixtures:
- E2.10.1 Item No. 1: For athletic grounds, sod shall contain a blend composed of:
- (a) One hundred percent (100%) Kentucky Bluegrass (100% Class 1 cultivars as specified in E2.11(a), 3 cultivars in equal proportions).
- E2.10.2 Item No. 2: For general park areas, boulevards, medians and interchange areas sod shall contain:



- (a) A blend composed of one hundred percent (100%) Kentucky Bluegrass (100% Class 1 or Class 2 cultivars as specified in E2.11(a) or E2.11(b), 3 cultivars in equal proportion); or
- (b) A mixture of ninety five (95%) Kentucky Bluegrass (100% Class 2 Cultivars as specified in E2.11(b), 3 cultivars in equal proportion) and five percent (5%) Creeping Red Fescue.

E2.11 Wherever Kentucky Bluegrass is specified, the proportion of the cultivars to be included in the blend shall adhere to the following:

- (a) Class 1 Cultivars – specified blend of Class 1 cultivars shall consist of equal proportions of any three of the following:

Absolute	Allure	Alpine	America	Avalanche
Award	Baron	Bartitia	Be dazzled	Blacksburg II
Blackstone	Blue Velvet	Brilliant	Caliber	Challenger
Chateau	Estate	Explorer	Impact	Kelly
Langara	Liberator	Limousine	Midnight	Midnight II
Misty	Moonlight	Moonshadow	NuDestiny	NuGlade
Odyssey	Pick 8	Pick 151	Platini	Princeton 105
Quantum Leap SR 2884	Rugby II	Serene	Showcase	SR 2000
VB 16015	Total Eclipse	Touchdown	Tsunami	Unique
	Washington			

- (b) Class 2 Cultivars – specified blend of Class 2 cultivars shall consist of equal proportions of any three of the following:

A 34	Abbey	Apollo	Arcadia	Argyle
Ascot	ASP 200	Banff	Barnoie	Baruzo
Bluechip	Brooklawn	Cardiff	Champagne	Classic
Compact	Conni	Coventry	Crest	Cynthia
Dragon	Fortuna	Goldrush	Haga	Huntsville
Indigo	Jefferson	Kenblue	Lipoa	Livingston
Marquis	Mercury	Nimbus	Northstar	NuBlue
NuStar	Park	Pepaya	Pick 3	Pick 4
Pick 855	Raven	Rugby	Seabring	Shamrock
Sidekick	Sodnet	SR 2100	SR 2109	Wildwood

**E3. INSPECTION AND TESTING**

E3.1 All sod supplied under this specification shall be subject to inspection and testing by the Contract Administrator and/or the City’s designated turf inspector. There shall be no charge to the City for any materials taken by the Contract Administrator or the City’s designated turf inspector for inspection purposes.

E3.2 Sod may be subject to tests for nitrate, phosphate, potassium, sulphate, pH, E.C. (salinity), mineral soil layer thickness and its organic matter content by a testing laboratory designated by the Contract Administrator.

E3.3 Tests conducted to determine the thickness of the mineral soil layer of the sod and its percent of organic matter shall be done in accordance with standard operating procedures approved by the Contract Administrator or the City's designated turf inspector, for both receiving, and analyzing sod samples.

#### **E4. DELIVERY**

E4.1 Goods shall be delivered on an "as-required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

E4.1.1 The Contractor shall confirm the delivery schedule with the User at least two (2) hours prior to delivery.

E4.2 Sod shall be delivered as follows:

- (a) within twenty-four (24) hours of the placing of an order, except where otherwise agreed at the time of ordering;
- (b) within twenty-four (24) hours of being lifted;
- (c) between 8:30 a.m. and 4:30 p.m. on Business Days;
- (d) for large orders:
  - (i) the sod pieces delivered, must be on pallets and the Contractor must provide a fork-lift for unloading; and
  - (ii) the Contractor shall remove the empty pallets.

E4.3 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.

E4.4 The Contractor shall off-load sod as directed at the delivery location.

#### **E5. PICK-UP**

E5.1 The City at its option may pick-up sod at the Contractors' premises.