



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO.48-2014

PROVISION FOR 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, February 28, 2014.

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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 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.

- B5.2 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B6.6 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.
- B6.6.1 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her 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 B14.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949 – 1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 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/her 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/her 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.
- B10.2 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>
- B10.3 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);
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B10.5 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.
- B10.6 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.
- B11. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B11.1 Bids will not be opened publicly.
- B11.2 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/>
- B11.3 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/>

B11.4 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.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 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.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

- B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.5 This Contract may be awarded as a whole (Alternative1) or separately in sections (Alternative2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.5.2 Notwithstanding B15.3, 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/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of tree planting and maintenance services, with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The tree planting and maintenance period for the 2014 Contract shall be as follows:

- (a) Planting Period: Date of 1st tree planted in 2014 to October 31, 2014;
- (b) Maintenance Period: Date of 1st tree planted in 2014 to October 31, 2016.

D2.1.2 Further to D2.1.1 (a), date of completion for tree planting in each Section as identified on Form B: Prices to be as follows;

- (a) Section A: June 30, 2014;
- (b) Section B: October 31, 2014;
- (c) Section C: October 31, 2014;
- (d) Section D: October 31, 2014.

D2.1.3 In addition, the Contractor shall achieve Substantial Performance by July 31, 2014 for fifty percent (50%) of the total amount of trees to be planted in the Contract as identified on Form B: Prices.

D2.2 Should the City wish to extend the Contract for a second (2nd) year starting January 1, 2015,

D2.2.1 The tree planting and maintenance period for the 2015 Contract shall be as follows:

- (a) Planting Period: Date of 1st tree planted in 2015 to October 31, 2015;
- (b) Maintenance Period: Date of 1st tree planted in 2015 to October 31, 2017.

D2.2.2 Further to D2.2.1 (a), date of completion for tree planting in each Section as identified on Form B: Prices to be as follows;

- (a) Section A: June 30, 2015;
- (b) Section B: October 31, 2015;
- (c) Section C: October 31, 2015;
- (d) Section D: October 31, 2015.

D2.2.3 In addition, the Contractor shall achieve Substantial Performance by July 31, 2015 for fifty percent (50%) of the total amount of trees to be planted in the Contract as identified on Form B: Prices.

D2.2.4 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.2.5 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 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.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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.

D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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) **"HSB"** means Hard Surface Boulevards.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Christopher Lepa
Forestry Technician II
Telephone No. (204) 986-2006
Cellular No. (204) 794-4275
Facsimile No. (204) 222-2839

D4.2 Bids Submissions must be submitted to the address in B7.7.

D4.3 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/her employ.

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

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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.
- D9.4 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.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

- D11.1 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.
- D11.2 The amount specified for liquidated damages in D11.1 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.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D12.1 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).

D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D13.1 Further to B10.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B10.4.

D14. SAFETY

- D14.1 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.
- D14.2 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.
- D14.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;

- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D15. INSPECTION

- D15.1 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.
- D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D16. ORDERS

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDS

- D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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

- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B7.7.

D19. PAYMENT

D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. WARRANTY

D20.1 Notwithstanding C12, the warranty period for each year of Work supplied shall begin on the date of successful delivery of planting and shall expire two (2) years thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

D20.2 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.

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>
SCD-517	Standard Detail For Tree Planting
SCD-519	Standard Detail For Tree Planting In Restricted Sites
Drawing # 2	Guidelines for the Planting of Replacement Trees in Hard Surfaced Areas

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 B6.

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 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:
 - 1) Intersections: six (6m) metres;
 - 2) Light standards, hydro poles, hydrants, manholes and sewer grates: three (3m) metres;
 - 3) Private approaches: one and a half (1.5m) metres.
 - (c) 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;
 - (d) 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
 - (e) 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 a 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 eradican 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 SCD-519). 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,
 - (ii) 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

- (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 SCD-517):

- (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, including the two (2) year Maintenance and Warranty Period.
- E9.2 If a tree dies and the Contractor has not been submitting the regular maintenance records in accordance within 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, including the two (2) year Maintenance and Warranty Period.
- E9.3 If a tree dies and that tree has been maintained by the Contractor in accordance to the Specifications within this Contract, the tree will be removed and replaced at the sole expense of the City of Winnipeg.