



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 366-2015

**BRADY ROAD RESOURCE MANAGEMENT FACILITY LANDSCAPE PLAN
IMPLEMENTATION – PHASE 1 LANDSCAPE CONSTRUCTION PACKAGE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BRADY ROAD RESOURCE MANAGEMENT FACILITY LANDSCAPE PLAN IMPLEMENTATION – PHASE 1 LANDSCAPE CONSTRUCTION PACKAGE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 15, 2015.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site from 9:30 to 10:30 on May 8, 2015 to provide Bidders access to the Site.

B3.2 The Bidder is advised that the non-mandatory meeting will be held at the Administrative Building with an option of site tour.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 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.

B4.3 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.

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

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

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

B6.2.1 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/>

B6.2.2 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.

B6.2.3 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.

B7. SUBSTITUTES

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

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 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.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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 Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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 B16.1(a).

B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 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;
- (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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 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.

B10.3 Prices. These quantities are dependent on the proposed tree mix as submitted.

B10.4 The Bidder must complete the Approximate Quantity column for Items 5. a) b) & c) and 6. a), b) and c) on Form

- B10.5 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) McGowan Russell Group, Winnipeg, Manitoba
 - (b) Green Drop Lawns Ltd. , Winnipeg, Manitoba
- B11.3 Additional Material:
- (a) Light Detection and Ranging (LiDAR) Data of site
 - (b) Lime Mud Berm Sections
 - (c) Arboriculture Consulting

B12. QUALIFICATION

- B12.1 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; 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.
- B12.2 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>
- B12.3 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);
- B12.4 Further to B12.3(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/Subcontractors 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/>).

B12.5 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.

B12.6 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the submission deadline, the names of the Bidders and their Total 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/bidopp.asp>

B13.3 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/>

B13.4 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.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

B15. WITHDRAWAL OF BIDS

B15.1 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.

B15.1.1 Notwithstanding C23.3, 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.

- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 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.

B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, 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: 1) the installation and maintenance of trees along a berm on the North East portion of the site. 2) The installation and maintenance of test plots on one of the closed landfills.

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

- (a) Installation and maintenance of trees and shrubs
- (b) Installation and maintenance of hydro-seeded grass area
- (c) Hauling, placing and grading fill from site into test plots

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Nadi Design, represented by:

Kara McDowell
Nadi Design

Telephone No. 204-669-6234

Facsimile No. 204-808-0446

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 **Bids Submissions** must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21., 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

D6.4 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 facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

D6.5 **Bids Submissions** must be submitted to the address in B8.5.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. 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, with a

cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (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 Work. 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;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance referencing the bid opportunity number or the specific operations to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds one-hundred thousand dollars (\$100,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.2 The detailed work schedule shall consist of the following:

- (a) Start date;
- (b) Hauling, placing and grading soil;
- (c) Installation of trees on existing berm;
- (d) Installation of trees and shrubs in test plots;
- (e) Installation of hydro-seed (turf seed mix) on test plots;
- (f) Expected completion date

D12.1 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D13.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the detailed work schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D13.4 The City intends to award this Contract by June 17, 2015

D13.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance of the Work by November 13, 2015

D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted

during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

- D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by July 2, 2016.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two hundred and sixty five dollars (\$265) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Tree, shrub and groundcover maintenance as specified in E22 and E23.
 - (b) Topsoil and Hydroseeding maintenance as specified in E28.
- D17.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

D18. SITE RESTORATION

- D18.1 Total performance of Work shall not be attained until the Contractor has cleaned up the site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this work.

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D20.1 Further to C6.24, 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).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D21.1 Further to B12.4, 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 B12.4.

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Email: CityWpgAP@winnipeg.ca
- D22.2 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.
- D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D22.4 Bids Submissions must be submitted to the address in B8.5.

D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.2 Notwithstanding C13.2 or D24.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 366-2015

BRADY ROAD RESOURCE MANAGEMENT FACILITY LANDSCAPE PLAN IMPLEMENTATION –
PHASE 1 LANDSCAPE CONSTRUCTION PACKAGE

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 366-2015

BRADY ROAD RESOURCE MANAGEMENT FACILITY LANDSCAPE PLAN IMPLEMENTATION
– PHASE 1 LANDSCAPE CONSTRUCTION PACKAGE.

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4 (d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-001_R0	Cover Sheet
LP-101_R0	Softscape Context Plan
LP-401_R0	North East Forestation Planting Plan
LP-402_R0	North East Forestation Planting Plan
LP-403_R0	North Wall Tree Test Plot Planting Plan
LP-404_R0	North Wall Shrub Test Plot Planting Plan
LS-501_R0	Typical Softscape Details

GENERAL

E2. EXISTING SERVICES AND UTILITIES

- E2.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E3. SITE

- E3.1 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property

E4. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E4.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans

required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

- E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E5.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E5.3 No separate measurement or payment will be made for the protection of trees.

E6. TRAFFIC MANAGEMENT

- E6.1 Ambulance/ Emergency vehicle access must be maintained at all times.

E7. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E7.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E7.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E7.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E7.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.

E7.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E8. LAYOUT OF WORK

E8.1 The Contractor is responsible for setting control lines and benchmarks by means of stakes or marks. The Contractor ensure the completed work conforms to control lines and bench marks set. The Contractor will provide any further lines and levels required to complete the work.

E8.2 The Contractor is responsible for protecting the control lines, benchmarks and any further lines and levels required. The Contractor must ensure these elements are protected from his own work or to other Work. If any of these marks are disturbed the Contractor is to notify the Contract Administrator immediately. If the layout elements have been disturbed by the Contractor's Work then the cost of correcting or replacing any disturbed stakes are marks is the responsibility of the Contractor.

E8.3 All layout work is to be inspected and approved by the Contract Administrator prior to any further work proceeding.

E8.4 Before any further work proceeds the Contractor is to satisfy himself as to the correctness of all stakes and marks. The City of Winnipeg will no entertain any claims on account of alleged inaccuracies. If any errors are suspected in the specifications, plans or directions of the Contract Administrator then the Work shall stop until the errors are made right. No claims shall be made on account of any delay to the Work due to the errors.

E9. SITE ENCLOSURES

E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E9.2 Site enclosures shall be considered incidental to the Contract Work.

E10. ROUGH GRADING

E10.1 RELATED SECTIONS

Finish Grade

E10.2 Measurement procedures

Work measured per cubic meter of earth moved, placed and shaped to achieve design intension, as measured by Contract Administrator.

E10.3 EXISTING CONDITIONS

(a) The exact locations of the Deciduous Tree Test Plot, and the Shrub Test Plot will be confirmed on site by Landscape Architect and / or the City of Winnipeg Water and Waste Department.

(b) City of Winnipeg Water and Waste Department will confirm any methane gas collection system elements that shall not be disturbed.

E10.4 E9.3 PRODUCTS - MATERIALS

Fill for use in the grading work required is located on site. The stockpile is located North West of the test plot locations. Confirm with City of Winnipeg Water and Waste Department for exact location of stockpile.

E10.5 EXECUTION – GRADING

- (a) Rough grade to levels, profiles, and contours allowing for surface treatment as indicated in drawings.
- (b) Prior to placing fill over existing ground, scarify surface to depth of 150mm. Maintain fill and existing surface at approximately same moisture content to facilitate bonding.
- (c) Compact filled and disturbed areas to corrected maximum dry density to ASTM D 698, as follows: 85% under landscaped areas.
- (d) Confirm with City of Winnipeg Water and Waste Department for approved site route for haul fill up to test plot.
- (e) Leave site clean at the end of each workday.

E10.6 TESTING

- (a) The Inspection and testing of soil compaction will be carried out by testing laboratory.
- (b) Submit testing procedure, frequency to Contract Administrator for approval and review.

E10.7 SURPLUS MATERIAL

Remove surplus material and material unsuitable for fill, grading or landscaping as directed by City of Winnipeg Water and Waste Department.

E11. FINISH GRADE

E11.1 RELATED SECTIONS

Rough Grading

E11.2 SEQUENCING AND SCHEDULING

Grade as required to finish grades and to the satisfaction of the Contract Administrator.

E11.3 PRODUCTS – EQUIPMENT

Contractor's option.

E11.4 EXECUTION

- (a) Verify that the topsoil, soil preparation (including debris removal) and any soil amendments (as required by the Soil Testing Laboratory Report) have occurred before starting finish grading.
- (b) Contractor to assume full responsibility for preventing dust and minimizing unpreventable dust as a result of grading work.
- (c) Provide all grading as shown on the drawing and as specified.
- (d) Provide all grades for natural runoff of water without low spots that will cause pooling of water. Set accurate flow line grades at a minimum 1.5% gradient unless specified otherwise.
- (e) Finish grade the test plot and cover crop planting areas. Finish grade test plot areas with hand rake. Finish grades are to be smooth and on a uniform surfaces. No abrupt drops or changes in surface shall occur. Slope surfaces evenly between contour elevation lines, unless specified otherwise.
- (f) Ensure that all slopes are rounded to produce gradual and natural appearing transitions between more level areas and more sloping areas. Ensure gradual transition from design grades back into existing grades.
- (g) Leave site clean at the end of each workday.

(h) All planting areas are to be true to grade. A tolerance of 50mm will be accepted.

E12. TREE, SHRUB AND GROUND COVER PLANTING

E12.1 RELATED SECTIONS

Rough Grading;

Finish Grade

E13. GENERAL

- E13.1 This specification shall cover the supply and installation of nursery grown trees 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.
- E13.2 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.
- E13.3 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 or the associated reference documents identified in E1.

E14. TREE PLACEMENT AND LAYOUT

- E14.1 Tree placement locations are to be confirmed on site by the Contract Administrator.

E15. SUPPLY AND PREPLANTING CARE OF TREES

- E15.1 The Contractor shall be responsible for supplying and transporting trees to the appropriate placement locations.
- E15.2 The Contractor shall coordinate the shipping of trees and excavation of tree pits to ensure no more than a maximum of a 24 hour time lapse has occurred between the plant material arriving on Site and the installation of that plant material.
- E15.3 Trees shall be transported with care taken to prevent damage:
- (a) Protect trees against abrasion, exposure and extreme temperature change during transit;
 - (b) Avoid binding of trees with rope or wire that would damage bark, break branches or destroy natural shape of tree;
 - (c) Point of contact with equipment shall be padded;
 - (d) Give full support to root ball of trees during lifting:
 - (i) Each balled specimen shall be handled with sufficient care, so that the root balls shall not be broken;
 - (ii) Broken root balls or root ball consisting of loose soil will not be accepted and shall be replaced;
 - (iii) Broken roots of deciduous stock shall be pruned back prior to planting.
- E15.4 Trees with broken or damaged trunks or branches are not acceptable. Trees with damaged trunks, however caused, will be rejected. No exceptions shall be made in this respect.
- E15.5 Keep roots moist and protected from sun and wind:
- (a) Trees that cannot be planted immediately shall be well protected against damage and drying out; if necessary, trees shall be heeled-in in a shaded area and watered well.

E16. LOCATION AND SCHEDULE OF WORK

- E16.1 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work.
- (a) The Contractor shall be responsible for all damage resulting from Work on or over private property.
- E16.3 The Contractor shall promptly report any delay or change that may affect an agreed commencement and/or completion date to the Contract Administrator.

E17. MATERIALS

- E17.1 The Contractor shall be responsible for the supply of:
- (a) plant material,
- (b) the safe handling, pick up and delivery of trees to the planting Sites,
- (c) the supply of soil, water, trunk protection, and tree supports as set forth in these Specifications.
- (i) Further to (a), the City of Winnipeg may, at its option, supply the plant material. If the City is supplying the trees, this shall be reflected in the bid price.
- (ii) The City shall indicate who is to supply the trees in Form B: Prices of this contract document.
- E17.1.1 All materials supplied by the Contractor under these Specifications shall be subject to random inspection and testing by the Contract Administrator.
- (a) The Contract Administrator may reject any material(s) that do not comply with this specification.
- (b) There shall be no charge to the City for any material samples taken for testing by the Contract Administrator.
- E17.2 Trees
- (a) Trees shall be of the species and sizes noted the unit bid form. Plant material which does not have the caliper / size/ root ball diameter specified will be rejected.
- (b) All nursery stock supplied shall be from a Canadian prairie nursery grown root or seed stock. Quality shall be in accordance with the *Acceptable Tree Species for Boulevard Planting*.
- (c) 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 Landscape Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (d) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (e) 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 Hortus Third. The names of varieties not named therein are generally in conformity with the names accepted in the nursery trades.
- (f) Plants larger than specified may be used if approved by the City Forester or designate. The use of such plants shall not increase the Contract price.
- (g) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (h) Where trees are measured by caliper (cal.), reference is made to the diameter of the trunk measured 150 mm above ground as the tree stands in the nursery.

- (i) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scar to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (j) All trees shall have one only, sturdy, reasonably straight and vertical trunk and a well balanced crown with fully developed leader. All evergreens shall be symmetrically grown and branched from ground level up, and must be balled and burlapped unless noted otherwise on the plant list.
- (k) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.
- (l) Protection of Stock
 - (i) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
 - (ii) Nursery stock shall be transplanted with care to prevent damage. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.
- (m) All nursery stock is to meet the requirements of this specification regardless as to whether it is supplied by the City or the Contractor.
- (n) Planting Soil
- (o) The planting soil shall be topsoil that complies with CW 3540, Section 5.2.
 - (i) Further to CW 3540 Section 5.2, planting soil shall contain maximum ten percent (10%) organic matter (peat, rotted manure or composted material).
- (p) At the discretion of the Contractor Administrator, planting soil may 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.
- (q) The Contract Administrator reserves the right to reject planting soil not conforming to the requirements of these Specifications.

E17.3 Water

E17.4 The Contractor shall provide water, so that:

- (a) 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.
- (b) Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.
- (c) 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.
- (d) Water from rivers and streams shall not be used without prior approval of the Contract Administrator.

E17.5 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.

E17.6 Tree Trunk Protection And Tree Support

- (a) Upon completion of the planting operation, the Contractor shall install trunk protection by slicing open a 100 mm diameter x 600 mm long section of plastic weeping tile material and placing it around the base of each tree trunk.

- (b) Tree support stakes shall be T-rail iron stakes 40 x 40 x 5 x 1540 mm long, primed with 1 brush coat of zinc rich plant paint to CGSB 1-GP-191B. Stakes shall be uniform in style and colour.
- (c) Other products may be used with prior permission in writing from the Contract Administrator.
- (d) The guying straps shall be attached in accordance with the drawings referenced in E1.4 and shall be of a material that is non-abrasive to the tree to prevent girdling injury:
- (e) Hose-covered wire, flexible belting or any strong, soft wide strips of material is acceptable.
- (f) Where wire is used, ensure ends are twisted tight
 - (i) Protruding ends are unacceptable.

E17.7 Mulch

E17.8 The Contractor shall provide mulch. Mulch shall:

- (a) be a clean bark or wood chip with minimal amount of leaves, branches and other extraneous matter; and
- (b) not contain adhesives, wood preservatives or any other chemical contaminants, and
- (c) consist of chips not less than 15 mm nor larger than 75 mm in size and not more than 20 mm thick.

Planting Procedures

E18. TREE PITS

E18.1 Tree Pits shall be excavated using the following methods:

- (a) The preferred method of excavation is by backhoe or hand shovel (see SCD 517),
- (b) Tree pits shall be minimum 2 times the diameter of the minimum accepted root ball diameter noted in *Acceptable Tree Species of Boulevard Planting*.
- (c) Pit depth shall be such that the top of the root ball is even with the final grade
- (d) Further to E9.1(b) if the Contractor chooses to use a tree spade to excavate tree pits, E9.2 shall apply.
- (e) If the planting site is in a restricted space, E9.3 shall apply.

E18.2 Tree pits excavated using a tree spade shall employ the following methods (see SCD 518):

- (a) Tree pits excavated with tree spades shall be a minimum of 2 times to diameter of the minimum accepted root ball diameter noted in *Acceptable Tree Species of Boulevard Planting*.
- (b) Pit depth shall be the same as stated in E9.1(c).
- (c) One cubic foot of soil around the edge of the tree pit shall be turned and sufficiently loosened with a shovel to scarify pit.

E18.2.1 Tree pits in Restricted Sites shall be excavated using the following methods (see SCD 519):

- (a) Tree pit diameter on the axis parallel to the street or other hard surface shall be a minimum of 1.5 times the diameter of the minimum accepted root ball as noted *Acceptable Tree Species of Boulevard Planting*.
 - (i) Pit diameter on the axis perpendicular to the street or other hard surface shall be 300 mm (12") greater than the minimum accepted root ball diameter as noted in *Acceptable Tree Species of Boulevard Planting*.
- (b) Pit depth shall be the same as stated in E9.1(c)
 - (i) Tree pits are not to be dug within 1.5 m of an existing private approach.
 - (ii) Tree pits are not to be dug within 1 m of existing underground utilities.

- (iii) The contractor may dig a smaller tree pit to conform to this minimum distance guideline when necessary.
- (iv) If the planting location contains a stump with a diameter less than 150 mm (5"), the stump shall be removed.
- (c) The sides of all tree pits shall be scarified to the depth of one shovel blade.
- (d) The bottom of all excavations shall be protected against freezing.
- (e) Tree pits shall be left open for a maximum of 24 hours.
 - (i) Pits that are left open overnight must be covered with a sheet of plywood and be marked with a minimum of one (1) safety cone.
 - (ii) Plywood shall be a minimum thickness of 15mm (5/8").

E19. Planting Period

- E19.1 The Contractor shall not plant trees during periods of extreme heat, at the discretion of the Contract Administrator.
- (a) The City of Winnipeg reserves the right to refuse acceptance of any or all trees failing to meet the above timing restrictions

E20. Planting

- E20.1 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 equal to that at which they were originally growing at the nursery, such that the first order of roots are just below grade.
 - (c) once the tree has been set in its final position, burlap on the root ball shall be cut from the top 1/2 of the root ball:
 - (i) If a wire basket has been used, it shall be folded back half way down the root ball or removed.
 - (ii) All twine shall be removed from the root ball.
 - (d) after the root ball is prepared, fill tree pit with planting soil as per E8.3, in layers of 150 mm depth and compact the independent layers of soil by tamping;
 - (e) tamp soil around root system to eliminate air voids;
 - (f) grade the area around the tree according to the drainage type; and
 - (g) All planting areas shall be leveled, raked and edged to give a neat appearance.
- E20.2 Upon completion of the planting operation, the Contractor shall:
- (a) install tree trunk protection (as per E8.5(a) around the base of each tree trunk);
 - (b) install stakes and straps (see E8.5(b) through E8.5(e)), if deemed necessary;
 - (c) if, upon inspection by the Contract Administrator or designate, it is determined that a stake is necessary (e.g. excessive wind) the Contractor shall be responsible for installing the stake and strap as requested;
 - (i) Avoid damaging root ball with stake.
 - (d) Soil shall not be piled around the tree trunk. The first structural roots should not be covered with mulch.
 - (e) Install mulch (as per E8.6);
 - (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;

- (i) use a low-pressure open flow nozzle and hose; and
- (ii) The water stream must not gouge out a hole in the soil or mulch.

E21. Site Clean Up

- E21.1 During the planting operations, all sidewalks, streets, approaches, driveways and properties near or about the planting operations, shall be kept clean at all times by the Contractor.
- E21.2 All clay and in-situ material shall be removed from the Site by the Contractor by the end of the Working Day, unless otherwise instructed by Contract Administrator.
- E21.3 Upon completion of the Work, the Contractor shall immediately remove all excess material and debris from the Work Site and shall leave the Site in a clean and orderly manner.

LONG TERM MAINTENANCE OF NEW TREE PLANTING

E22. General

- E22.1 The Contractor shall be responsible for the maintenance of all plant material for a period of two(2) years, or as specified in the Development Agreement, from date of acceptance. Plant material shall be accepted to start warranty when installation in accordance with the Drawings and Specifications is complete and there is no sign of wilting, chlorosis, pest infestation, transplant shock or any conditions deleterious to longevity and appearance. Defective plants shall be replaced within thirty (30) days of notification to the Contract Administrator and shall be further maintained for the established maintenance period.
- E22.2 The Contractor shall furnish all labour, materials, equipment and services necessary to perform ongoing care of the plant material, which shall include but not be limited to:
 - (a) Mulching, in accordance with E17.6 and E23.1(d);
 - (b) Watering, in accordance with E17.4 and E23.1(e);
 - (c) Weed Control, in accordance with E23.1(f).

E23. Method

- E23.1 The Contractor shall:
 - (a) program the timing of operations to plant growth, weather conditions and use of the Site;
 - (b) do each operation continuously and complete within a reasonable time period;
 - (c) store equipment and materials off-site;
 - (d) add additional mulch as required to maintain minimum constant depth of mulch;
 - (i) clean up edges and contain mulch within the designated area;
 - (e) water trees as follows:
 - (i) immediately upon being planted and every week for the first three (3) weeks after planting;
 - (ii) thereafter, watering shall be done every 7 – 14 days between May and October or as frequently as necessary (compensating appropriately for weather) to sustain vigorous plant growth;
 - (iii) by watering slowly to ensure that water does not run away from the root zone and so the top 300 mm of soil around the root system of the tree is well saturated;
 - (iv) by using a low pressure open flow nozzle and hose. The water stream must not gouge out a hole in the soil or mulch;
 - (v) by using the recognized standard for tree watering as approximately 8-10 times during the growing season with the following amounts of water depending on the caliper of the tree – the rule of thumb is 40 litres of water per 25 mm caliper;

- (vi) by recognizing watering requirements of trees are dependant upon on a number of variables such as tree species, soil type, when planted, and weather including precipitation. These watering requirements are a minimum standard and shall be followed unless otherwise directed by the Contract Administrator or designate.
 - (vii) by applying a final watering for all trees, regardless of when planted, that shall be completed after temperatures fall below freezing to ensure adequate moisture in root zone at freeze-up;
- (f) maintain surface of tree pit by hand weeding during the watering process as follows:
 - (i) do not allow weeds to establish for a period longer than two (2) weeks; and
 - (ii) do not use any herbicides for weed control near trees unless authorized by the Contract Administrator.
- E23.2 The Contractor must inform the Contract Administrator of watering progress and schedule by 9:00 AM each day of watering.
- E23.3 The Contractor must inform the Contract Administrator immediately of any equipment breakdown or delay in watering and maintenance. Once a watering cycle is completed, submit a log-sheet to the Contract Administrator identifying the following:
 - (a) the location where maintenance Work is carried out; and
 - (b) preventative or corrective measures required which are outside Contractors' responsibility.
- E23.4 Any trees planted to replace trees that have died during the maintenance period will receive full 2 years maintenance from the date that the replacement tree was accepted.
- E24. TREE TRUNK PROTECTION / SUPPORT**
- E24.1 Ensure trunk protection collars (weeping tile) and tree supports (staking) are maintained in good condition, serving their intended function and posing no threat to public safety.
- E24.2 The tree protection collars (weeping tile) shall be left on trees after the maintenance period is completed.
 - (a) The Contract Administrator shall assume responsibility for collar removal.
- E24.3 Tree supports shall be removed or left in place at the end of the warranty period as directed by the Contract Administrator.
- E25. SITE SAFETY AND TRAFFIC CONTROL**
- E25.1 Site Safety and Traffic Control measures shall be carried out in all areas on or adjacent to roadways (see E2).
- E26. DAMAGE TO PROPERTY**
- E26.1 The Contractor shall take every precaution not to damage, injure or mark any existing structures or landscaping on the street allowance or adjacent properties.
- E26.2 Should any damage be caused by the Contractor, their employees or equipment, it shall be restored or replaced at the Contractor's expense and to the satisfaction of the Contract Administrator. This applies even if damage results from work done in the process of correcting deficiencies.
- E27. TREE MORTALITY**
- E27.1 Contractor Supplied Trees**
 - (a) If a Contractor-supplied tree dies and the Contractor has not been submitting the regular maintenance records in accordance with these specifications, then the cost to supply, plant

and maintain a replacement tree as originally indicated in the contract document, shall be at the sole expense of the Contractor.

- (b) If a Contractor-supplied tree dies and the Contractor has been submitting the regular maintenance records in accordance with these specifications, that tree will be added to the Contract at the originally specified bid price to be supplied, planted and maintained by the Contractor in accordance to this specification.
- (c) Replacement trees shall receive 2 years maintenance as outlined in the contract document, from the date of replacement.
- (d) Inspections of replacement trees will be conducted by Contract Administrator and City of Winnipeg Staff.

E28. Topsoil And Hydroseeding

E28.1.1 MATERIALS

The contractor shall be responsible for the supply, storage and managing of all materials required to perform the work.

E28.1.2 MEASUREMENT PROCEDURES

Topsoil and Hydroseeding will be measured based on area (sq m). The total number of square meters paid for will be the total area required to be Hydroseeded and maintained as per the design intent and will be measured by the Contract Administrator.

E28.1.3 TOPSOIL

The topsoil will be in accordance with CW3540-R2.

E28.1.4 HYDROSEEDING

The Hydroseed shall be in accordance with CW3520-R5. Further to this, the Contractor will carry out maintenance of the seeded areas as specified in 9.8 of CW3520-R5.

E28.1.5 CONSTRUCTION METHODS

All work required to complete the hydroseed installation shall be in accordance with CW3540-R2 and CW3520-R5. Contractor to confirm with Contract Administrator where stock pile of topsoil can be located. There is to be only smooth transitions from the new top soil and seed areas to the existing site conditions.

E29. SITE CLEANUP

- E29.1 Once the project has reached completion, the Contractor shall immediately remove all excess materials and debris from the work site.

E30. SAFETY

- E30.1 Site Safety Procedures. The Contractor shall be solely responsible for safety at the work site. The Contractor is responsible for securing the work site at all times to prevent public access.

- E30.2 At the Contractor's own expense the site is to remain safe when work has stopped for the day or for any reason. The areas of concern include but are not limited to:

- (a) The removal and/or safe storage of all construction equipment and materials;
- (b) Any open excavations are filled and made safe;
- (c) Any work not completed or in the process of being completed is to be secured to prevent any hazards and ensure public safety.
- (d) All construction debris and any excess material from excavations are to be removed from site.

- E30.3 Safety and Health Regulations

- E30.3.1 The Contractor shall comply with the following:
- (a) The City of Winnipeg Safety Manual;
 - (b) The City of Winnipeg's Safety in the Workplace Policy for Alcohol or any Mood or Mind Altering Drugs in the Workplace;
 - (c) The Province of Manitoba Workplace, Safety and Health Act.
- E30.3.2 The Contract Administrator has the authority to enforce all / any of the above stated Safety and Health regulations.