

London
C A N A D A

THE CORPORATION OF THE CITY OF LONDON

TENDER 10-122 SUPPLY, DELIVERY AND PLANTING OF TREE STOCK IN NEW SUBDIVISIONS – FALL 2010

ANYONE DOWNLOADING THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING AND SUPPLY ON THE CITY OF LONDON'S WEBSITE. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST. FAILURE TO REGISTER SHALL RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM ON-LINE. [http://www.london.ca/d.aspx?s=/Tenders and RFPs/default.htm](http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm)

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4TH FLOOR. LONDON, ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

TENDER CHECKLIST

1. Have you properly and clearly completed the on line registration form? _____
2. Have you complied with the "Requirements at Time of Closing"
Section 2.0? _____
 - Form of Tender _____
 - Letter of Agreement To Bond/ Letter of Guarantee _____
3. Have you acknowledged the number of addenda issued in the
appropriate space provided in Section 6-10 of the Form of Tender? _____

**FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF TENDER
WILL RESULT IN YOUR BID BEING REJECTED**

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DOCUMENT FEES

- A) Original Hard Copy – Cost is \$100.00 – Cheque made payable to the “City Treasurer”.**
- i) upon request the City will mail out a hard copy of the original document, including drawings (if applicable); and
 - ii) notify bidder who was awarded the contract.
- B) Electronic Copy – No fee for this service – City of London’s website, http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm**
- i) bidders are responsible to check the City’s website on an on-going basis for up and coming requirements;
 - ii) bidder is responsible to complete the registration form as instructed on City of London’s website
 - iii) bidder is responsible to download the document they are bidding on; and
 - iv) bidder is responsible to check the website for the award of the contract.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

Seller: used in place of Successful Bidder

City: used in place of The Corporation of the City of London

2. WARRANTIES FOR USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

5. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

7. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

8. DELIVERY

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. DEFAULT PROVISION

In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

13. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of a signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. ORAL INSTRUCTIONS OR SUGGESTIONS

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. DISCREPANCIES AND OMISSIONS

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, post Addenda to the City's website. http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm.

16. SPECIFICATIONS

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. RESERVATIONS FOR REJECTION AND AWARD

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. ADDITIONAL GENERAL CONDITIONS

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. SUB-CONTRACTS

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. LAWS

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.



London
CANADA

THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

August 23, 2010

**TENDER 10-122
SUPPLY, DELIVERY AND PLANTING OF
TREE STOCK IN NEW SUBDIVISIONS – FALL 2010**

Sealed tenders for **SUPPLY, DELIVERY AND PLANTING OF TREE STOCK IN NEW SUBDIVISIONS – FALL 2010**, will be received by Purchasing and Supply, in a sealed envelope with tender documents up to **12:00 noon, Local Time, WEDNESDAY,**

SEPTEMBER 1, 2010

1-0 INFORMATION FOR BIDDERS

- 1-1 Tenders received by Purchasing and Supply later than the specified closing time will be returned unopened to the bidder.
- 1-2 A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder as it applies to this request for tender.
- 1-3 A bidder may withdraw a submitted tender at any time up to the official closing time by letter bearing a signature and/or seal as in the original tender. Withdrawal requests received after the tender closing time will not be permitted.
- 1-4 In the event that only one tender is received at time of closing, the Manager of Purchasing and Supply or designate will either open the tender or delay opening of the tender for consultation with the respective General Manager as to whether to open or reject the tender. A rejected tender will be returned unopened to the bidder. A decision to re-tender will be made respectively by the Manager of Purchasing and Supply and the respective General Manager.
- 1-5 The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Tender. Amendments or changes to this Tender prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm It is the bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any bidder. By submitting a bid in response to this Tender, the bidder acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF TENDER WILL RESULT IN YOUR BID BEING REJECTED**
- 1-6 Bidders are to refer to the General Conditions, Instructions and Information for Bidders. Your tender and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Bidders and the terms or conditions of this tender, the terms and conditions of this tender shall prevail.
- 1-7 The City reserves the right to accept or reject any and all tenders. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable General Manager, unless otherwise stated.

1-0 INFORMATION FOR BIDDERS...cont'd

- 1-8 Tenders are to remain firm for acceptance for a period of **Sixty (60)** days from date of tender closing date.
- 1-9 The acceptance and award of the tender and execution of an agreement, contract or purchase order is subject to approval by City Council.
- 1-10 All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- 1-11 If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the Tender contains an error in addition and/or subtraction and/ or transcription in the approved tender documentation format requested (ie. Not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.

2-0 REQUIREMENTS AT TIME OF CLOSING

Bidders are required to submit the following data with their tender. **FAILURE TO DO SO SHALL RESULT IN THE TENDER BEING REJECTED.**

1. Form of Tender
2. Letter of Agreement to Bond/Letter of Guarantee

2-1 FORM OF TENDER

The Form of Tender must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the Responder, Title of File and File Number.

Completed tenders can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2. **Facsimiles are not acceptable unless specified.** Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

2-2 LETTER OF AGREEMENT TO BOND/LETTER OF GUARANTEE

- a) An original Letter of Guarantee from a recognized Financial Institution or Letter of Agreement from a bonding agency licensed to operate in the Province of Ontario must be included with the bid confirming that if the bidder is successful, the necessary guarantee will be issued as spelled out in Clause 3.
- b) Letters of Agreement submitted must bear an original signature of the issuer and the bidder. **PHOTOCOPIES OR FAXED COPIES OF LETTERS OF AGREEMENT/LETTERS OF GUARANTEE WILL RESULT IN THE BID BEING REJECTED.**

3-0 REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the tender, the successful bidder is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Executed Bond
 - City of London Performance Bond in the amount of 50% of the bidder's price
 - City of London Labour and Material Bond in the amount of 50% of the bidder's price

OR

 - Irrevocable Letter of Credit in the amount of 50% of the bidder's price
2. Insurance Documents
3. Clearance Certificate from the Workplace Safety and Insurance Board
4. Safety Policies and Procedures and Related Documentation

If the successful bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other bid, advertise for new tenders or carry out the work in any way as the City may, at its sole discretion, deem best.

3-1 EXECUTED BOND

- a) The successful bidder shall be required to submit to the City a Performance Bond guaranteeing the full and faithful performance of the work, in an amount of 50% of the successful bidder's price.
- b) The successful bidder shall further be required to submit to the City a Labour and Material Payment Bond in the amount of 50% of the successful bidder's price.
- c) The bonds shall be those as issued by a bonding agency licensed to operate in the Province of Ontario, and only on the City of London standard Form of Bond.

OR
- d) An Irrevocable Letter of Credit from a recognized Financial Institution in the amount of 50% of the successful bidder's price, in a form acceptable to the City Treasurer.
- e) The successful bidder shall not commence work until such time as the requested Bond/Letter of Credit has been approved by the City Treasurer.
- f) The Irrevocable Letter of Credit shall act as guarantee that the successful bidder will perform the work contemplated herein. If the successful bidder expressly or by implication repudiates the contract herein, the City may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit as liquidated damages. Notwithstanding the above, the City shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the successful bidder's breach of the provisions set forth in the contract.

3-2 INSURANCE

INSURANCE AND INDEMNIFICATION:

The successful bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

3-0 REQUIREMENTS AT TIME OF EXECUTION

3-2 INSURANCE...cont'd

- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

- c) The successful bidder shall not commence work until such time as the required bond has been approved by the City Treasurer and satisfactory the evidence of insurance has been filed with and approved by the Risk Management Division of the City. The successful bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- d) The successful bidder shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

4-0 SPECIFICATIONS

The purpose of this tender is to obtain bids for the Supply, Delivery and Planting of Street Tree Stock in New Subdivisions – Fall 2010 in accordance with the attached Specification #988-52-02.

5-0 TERMS & CONDITIONS

5-1 CONTACT PERSON

Additional information or clarification of any of the instructions or information contained herein must be obtained from Purchasing and Supply by contacting Terri Sue Wyatt, CPPB, Procurement Officer, at (519) 661-2500 ext. 4717, by fax at (519) 661-5030 or by e-mail at purch@london.ca.

5-2 QUESTIONS/INQUIRIES

- a) Each bidder must review all tender documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, **five (5) working days prior to closing**.
- b) Where a request results in a change or a clarification to the tender, the City will prepare and issue an Addendum to this tender as set out in Section 1-5. **All Addendums will be issued two (2) working days prior to closing**

5-3 PRICES

Prices are to be stated in units of quantity specified in the Form of Tender. In cases of discrepancy on the Form of Tender, unit prices will prevail.

5-0 TERMS & CONDITIONS...cont'd

5-4 TAXES

HST - extra

All Bidders/Suppliers shall provide their Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number in their RFT Submission Form. Note: If the Bidder/Supplier is located outside of Canada and is not a GST/HST Registrant, this may not apply.

5-5 AWARD

The Form of Tender is divided into two (2) separate sections, Section 1 and Section 2. Section 1 represents the work which will be completed under this tender. Section 2 represents "Provisional Items". These items will be included in the work under this tender, subject to completion of the construction work occurring where the trees are to be planted. If however the construction is not complete, the City is under NO obligation to purchase or plant these trees under this tender. Bidders are required to bid on both Section 1 and Section 2. **FAILURE TO BID ON BOTH SECTIONS WILL RESULT IN THE TENDER BEING REJECTED.** Please be advised that the tender will be awarded to one (1) bidder. The award will be based on the total of both Sections.

5-6 QUANTITIES

The quantities listed herein are approximate only and the City reserves the right to order more or less than that stated. The City also reserves the right not to order any item listed as circumstances may dictate.

5-7 DELIVERY

- a) All deliveries to be F.O.B. Destination: various locations within the City.
- b) Plant materials are not to be transported unless it is adequately protected from sun and wind.
- c) Branches are to be carefully tied before transporting.
- d) All points of contact between plant material and equipment must be padded.

5-8 PLANTING SCHEDULE

- a) Planting is to be carried out from October 1, 2010 to October 31, 2010. No trees will be planted after October 31, 2010 without prior approval by the Forestry Inspector.
- b) Planting will proceed during these times without interruption on City Streets.

5-9 PROJECT SCHEDULING

- a) The scheduling of this project is to be coordinated with the Project Manager, Rick Postma, Forestry Inspector.
- b) Any changes to the scheduling of this project are to be coordinated and approved by the Division Manager, Planning and Development.

5-0 TERMS & CONDITIONS...cont'd

5-10 SUCCESSFUL BIDDER'S RESPONSIBILITIES

- a) The successful bidder shall be responsible for and give adequate attention to the performance and completion of the work in accordance with the terms of this contract. He shall be responsible for the supply of all labour, materials and equipment necessary to complete this project.
- b) The bidder shall at all times have on the work site, as his agent, a supervisor who is a "competent" person capable of reading and thoroughly understanding specifications and is experienced in the type of work being performed. A "competent" persons is defined in Section 1(1) of the Ontario Occupational Health and Safety Act.

5-11 QUALIFICATIONS

- a) The project shall be completed by a firm of recognized standing and experience in this type of work and having the necessary equipment and skilled labour to carry out the work satisfactorily. The City has the final decision in determining acceptable level of experience.
- b) Please provide references in the space provided on the Form of Tender.

5-12 PERFORMANCE

- a) Failure of the successful bidder to deliver within the time specified or within a reasonable time as interpreted by the City in its sole discretion or failure to make replacements of rejected goods when so requested, will constitute a failure by the successful bidder to meet the terms, conditions and specifications of the tender. The City reserves the right to instruct the successful bidder to make immediate purchases in the open market to replace the rejections. On all such purchases, the successful bidder assumes all excess costs including those associated with the purchase, transportation, delivery, storage and planting. Failure to replace the rejections as instructed may result in termination of the contract for default.
- b) The successful bidder agrees that said work shall be performed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the successful bidder and the City, that the time for the completion of the work described herein is a reasonable time for completion of the same, taking into consideration the above climactic range and usual industrial conditions prevailing in this locality.
- c) It is further agreed that time is of the essence for each and every portion of this contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. However, the successful bidder shall not be charged with liquidated damages or any excess cost where the City determines that the successful bidder is without fault and the successful bidder's reasons for the time extension are acceptable to the City or when the delay in completion of the work is due:
 - i) to any preference, priority of allocation order duly issued by the Government;
 - ii) to unforeseeable cause beyond the control and without the fault or negligence of the successful bidder, including but not restricted to, acts of God, acts of public enemy, acts of the City, acts of another bidder in the performance of a contract with the city, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

5-0 TERMS & CONDITIONS...cont'd

5-12 PERFORMANCE...cont'd

- iii) to any delays of suppliers occasioned by and of the causes specified above, provided that the successful bidder shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the cause of delay, which shall ascertain the facts and extent of the delay and notify the successful bidder within a reasonable time of its decision in the matter; and
- iv) it is further agreed that the successful bidder's payment of, or agreement or pay, liquidated damages and the City's acceptance of such payment of acceptance of the agreement to pay liquidated damages for any specific period of delay, shall in no way affect the City's right to terminate the contract for default in any subsequent delay.

5-13 MATERIAL, QUALITY & WORKMANSHIP

- a) In case the specifications do not always specify the quality of material or work, the successful bidder shall distinctly understand that it is to be of the highest grade. Should any improper material or workmanship enter into the work or be received at the site for the work, it shall be removed immediately therefrom upon notice being given by the owner.
- b) The price quoted in the tender shall include furnishing of all materials, supply and equipment and provision of all labour, construction, tools and equipment, utility and transportation services necessary to perform and complete all work required under the contract, including all miscellaneous work whether specifically included in the contract documents or not and shall be responsible to deliver and remove his material to and from the work areas. Any items omitted therefrom which are clearly necessary for the completion of the work or is appurtenances shall be considered a portion of the work though not directly specified.

5-14 DAMAGES & LIABILITY

a) Liens

Payment of work done or materials supplied shall not become due until the successful bidder, if requested, has filed with the City, satisfactory proof that all accounts for labour and material furnished by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the successful bidder shall refund to the City, all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto. The City may retain all hold backs provided for by the Construction Lien Act RSO1990, Chapter C30 as amended from time to time.

b) Damages

- i) If the successful bidder shall fail, neglect or refuse at any time to supply all goods or services to the City as specified within the document, then the City shall be and it hereby empowered forthwith to procure such goods or service elsewhere from other persons and to charge all costs thereby incurred to the successful bidder as damages and to deduct the same from the monies due, or to become due to the successful bidder on this or any other contract. Said costs will be inclusive of goods and/or services procured as well as \$50.00 per hour for staff and/or consultant time as required to complete the said procurement of goods and/or services.

5-0 TERMS & CONDITIONS...cont'd

5-14 DAMAGES & LIABILITY...cont'd

Damage Claims - Bidder's Responsibilities

- ii) It is understood and acknowledged by the parties to the contract that if the successful bidder breaches any term of the contract for which damages are provided, damage will be sustained by the City but that it will be impractical to determine the actual damage sustained by the City. The parties agree that the successful bidder will pay the amounts specified as damages to the City and it is agreed that each such amount is an estimate of the actual damage that the City will sustain in respect of the particular breach.

The successful bidder shall be responsible for all damages caused by it, its employees, agents, any workers or person employed by it, or under its control, or arising from the execution of the work, or by reason of the existence, location, or condition or work, or of any materials, plant or machinery used thereof or therein, or which may happen by reason of their failure of the failure of this for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the City safe and harmless from any such claims by third parties, including any legal costs incurred by the City in connection therewith on a solicitor and client basis.

5-15 PERMITS, INSPECTIONS & UTILITIES

- a) It will be the responsibility of the successful bidder to obtain and pay for any necessary permits and inspections required to complete this project.
- b) Absolutely no work will be permitted without the appropriate building permits or City licenses where applicable.
- c) The successful bidder shall be responsible for the coordination of all service and utility locates prior to installation.
- d) The successful bidder shall supply the water source for installation and maintenance.

5-16 SAFETY REQUIREMENTS

The successful bidder shall adhere to the following requirements:

- a) They shall perform all work and deliver all services under the contract in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances of the job site render the successful bidder unable to comply with these requirements, the successful bidder shall immediately notify your City of London contract representative.
- b) They shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, laws and by-laws. (ie: this may include training in Workplace Hazardous Material Information System, First Aid etc.)
- c) The successful bidder shall maintain, at the job site, MSDS for all hazardous materials and controlled products taken onto the job site.

5-0 TERMS & CONDITIONS...cont'd

5-16 SAFETY REQUIREMENTS...cont'd

- d) They shall ensure that containers for any hazardous materials or controlled products used or stored on City of London premises are labeled in accordance with requirements of the Ontario Workplace Hazardous Materials Information System Regulation, and if used for containment of flammable liquids, conform to the requirements pertaining to flammable liquids handling and storage as set out in the Ontario Industrial Establishments Regulation and the Ontario Construction Projects Regulation, as applicable. All hazardous materials or controlled products will be removed from the site following completion of the contract, or sooner where practical and possible.
- e) In the event of any dispute between the successful bidder and the City with respect to the successful bidder's conformance with any contractual requirement respecting safety, the successful bidder agrees that a determination of conformance shall be made by the City in its sole discretion.
- f) The successful bidder may be asked to complete the City of London Contractor Safety Checklist Pre-Construction/Pre-Work Meeting, prior to commencing with construction or maintenance projects.

5-17 TRAFFIC REQUIREMENTS

- a) Supply and placement of flashers and channelizing methods for the guidance and protections of pedestrian and vehicular traffic must conform to the Ontario Book 7, Temporary Condition - Field Addition. The successful bidder is required to have on-site staff with this training or will provide contact information of persons engaged by the successful bidder to perform this duty on-site, on behalf of the successful bidder.
- b) Materials and equipment must be confined to one side of the street only and stored so that it doesn't interfere with the visibility and/or corner movements.
- c) Pedestrian traffic must be maintained on sidewalks at all times.
- d) Satisfactory facilities for pedestrians crossing at corners must be provided.
- e) Flagmen must be provided to guide pedestrian and vehicular traffic when required or at the discretion of the General Manager and City Engineer.
- f) Work that may cause interruption to traffic on arterial or collector routes must not be carried out during rush-hour periods, 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. At all other times, two-way traffic must be maintained.
- g) Maintain access to all streets at all times.
- h) The successful bidder shall obtain the required "Road Occupancy Permits" from the City at least forty-eight (48) hours prior to commencing work on this contract.

5-18 SITE PROTECTION MEASURES

- a) Due care and attention shall be given to the project to ensure that the surrounding areas are protected from damage. Any restorations made necessary as a result of damage caused by the successful bidder is the total responsibility of the successful bidder.
- b) If any damage has been made to the surrounding areas, the successful bidder shall report it to the project coordinator and the related utility services (cable, phone) immediately.

5-0 TERMS & CONDITIONS...cont'd

5-19 PLANTING LOCATIONS

- a) Planting locations will be in multiple newly assumed subdivisions across the City. All Plantings will be on City property. The successful bidder will be given a list of addresses, sorted by M-Plan number and Subdivision name. Each address will be accompanied by a species required, approximate desired location instruction (ie. "lawn area", "boulevard" etc.) and any special notes pertaining to that particular address. The "approximate location" given is to be used as a guideline only. The final planting location will be determined by the utility locates and on-site judgment of the field staff, while adhering to the Tree Planting Guidelines for location spacing and constraints.
- b) The successful bidder may be required to follow other written and/or verbal instructions from the Project Manager in addition to the instructions given.
- c) All plants must be planted in accordance with the details given and as indicated on the planting detail. The successful bidder will be provided with a standard street tree cross section and the City's Tree Planting Guidelines for references.
- d) All planting locations will be subject to final approval by the Project Manager. The successful bidder may be directed to move plant material if the initial location chosen is not suitable.
- e) The successful bidder will remove and dispose of any trees which are dead, multi-stemmed or in poor condition, existing in specified planting locations, as directed by the Project Manager, prior to replacement with a new tree. These trees will be less than 3" caliper and can be removed through manual means.

5-20 ADMINISTRATION

- a) The successful bidder will be required to attend a minimum of one (1) hour pre-planting meeting at a mutually agreed time with the City staff to ensure understanding and clarify requirements in the specification.
- b) The successful bidder will take direction from the Project Manager with respect to tree planting location, overall guidance and decision making.

5-21 COMMUNICATIONS

- a) The successful bidder must maintain communications with the Project Manager and be available for communications on a daily basis. The successful bidder shall appoint a main contact person for the purpose of this schedule section.
- b) Only typewritten, or clearly legible hand written information will be accepted, submitted on input sheets provided. FAX transmissions are not acceptable.
- c) If planting was not address specific, the plan of layout must be returned with indications directly on the plan of the species planted (Latin name), tree location (graphic) and date of planting.
- d) Information regarding locations indicated by the successful bidder as 'not planted' for various reasons (ie. home owner refusal, underground obstructions, etc.) may be re-inspected by the Project Manager for verification and the successful bidder may be re-directed to plant at these locations as authorized by the Project Manager.
- e) The successful bidder will leave a notice card (provided by the Project Manager) at the residence indicating instructions for care and the species of tree planted. The successful bidder is responsible for writing the common name of the tree planted on the blank line of the form.

5-0 TERMS & CONDITIONS...cont'd

5-21 COMMUNICATIONS...cont'd

- f) Should the successful bidder encounter difficulties or inquiries from business owners or others, he will direct these inquiries through the City of London via the telephone number shown on the notification card.

5-22 ACCEPTANCE FOR PAYMENT

- a) Inspection of all plant material and workmanship by City staff may be done concurrently and at any time during the project to determine acceptability of the work performed.
- b) Upon completion of the assigned work and receipt of invoice(s), a final inspection may be made by the City.
- c) A list of deficiencies, if applicable, will be issued after each inspection. All deficiencies must be rectified at the successful bidder's expense within thirty (30) days of the issuance of notice unless it is biologically inappropriate. In this case the Project Manager may stipulate a longer or shorter period as appropriate.
- d) Once the complete documentation of work completed has been received and the Project Manager has determined that the work was done in accordance with the specifications, payment will be authorized.

5-23 RELEASE OF BONDING

Following the two (2) full growing season warranty, all plant material and workmanship will be inspected and a deficiency list prepared. Deficiencies must be rectified to the satisfaction of the Project Manager before bonding will be released. A growing season is defined as May 1 -September 1.

5-24 CLEAN-UP

- a) The successful bidder is to make good on all damages to the City facilities and/or boulevard sites caused by the successful bidder's forces, at no cost, and to the satisfaction of the City.
- b) All excess material at the site is to be removed, unless otherwise directed by the Project Manager at no extra cost to the City.
- c) During construction and at completion of the municipal roads and sidewalks used for construction access is to be clean and free from deleterious materials.

5-25 SUB-CONTRACTORS

- a) Bidders shall submit a list of sub-contractors in the appropriate section of the Form of Tender. If no sub-contractors are to be used, please indicate Nil.
- b) The successful bidder shall assume all responsibilities and any additional costs related to the performance of their sub-contractors.

5-26 ASSIGNMENT

Following the award of the contract, the successful bidder shall not, without written consent of the Manager of Purchasing and Supply make any assignment or any subcontract for the execution of any service or product hereby tendered on.

5-0 TERMS & CONDITIONS...cont'd

5-27 EXCLUSION OF BIDDERS IN LITIGATION

- a) The City may, in its absolute discretion, reject a tender submitted by a bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
- i. Any other contract or services; or
 - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a tender under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

5-28 EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE

- a) The General Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future Contracts for a period of up to three (3) years.

John Freeman, C.P.P.
Manager of Purchasing and Supply

6-0 FORM OF TENDER

6-1 I/WE the undersigned hereby offer to Supply, Delivery and Planting of Street Trees in New Subdivisions – Fall 2010 in accordance with your terms, conditions numbered 1-1 to 5-28 and Specification 988-52-02 which will be deemed part of our agreement should this tender be accepted, and as follows:

TREE PLANTING - NEW SUBDIVISIONS – FALL 2010						
UNIT PRICE based upon 'Option A' backfill soils (Standard Dwg. D-31B)						
BOTANICAL NAME	COMMON NAME	QTY	SIZE	COND.	UNIT PRICE	EXTENDED PRICE
LARGE SHADE TREES						
Acer saccharum	Sugar Maple	23	50 mm.	WB/B&B	\$	\$
Tilia americana	Basswood	9	50 mm.	WB/B&B	\$	\$
Platanus x acerifolia 'Bloodgood'	London Planetree	28	50 mm.	WB/B&B	\$	\$
Ulmus x carpinifolia "Pioneer"	Pioneer Hybrid Elm	27	50 mm.	WB/B&B	\$	\$
Zelkova serrata	Japanese Zelkova	18	50 mm.	WB/B&B	\$	\$
TOTALS		105			\$	\$
MEDIUM SHADE TREES						
Acer campestre	Hedge Maple	10	50 mm.	WB/B&B	\$	\$
Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	27	50 mm.	WB/B&B	\$	\$
Phellodendron amurense	Amur Corktree	18	50 mm.	WB/B&B	\$	\$
Tilia cordata 'Greenspire'	Greenspire Linden	24	50 mm.	WB/B&B	\$	\$
TOTALS		79			\$	\$
ORNAMENTAL TREES						
Acer ginnala	Amur Maple	15	50 mm.	WB/B&B	\$	\$
Cornus Florida	Flowering Dogwood	7	50 mm.	WB/B&B	\$	\$
Malus 'Snowdrift'	Snowdrift Crabapple	8	50 mm.	WB/B&B	\$	\$
Sorbus thunringiaca	Oakleaf Mountain Ash	12	50 mm.	WB/B&B	\$	\$
Syringa reticulata "Ivory Silk"	Japanese Tree Lilac	24	50 mm.	WB/B&B	\$	\$
TOTALS		65			\$	\$

6-0 FORM OF TENDER...cont'd

TREE PLANTING - PROVISIONAL NEW SUBDIVISIONS – FALL 2010						
UNIT PRICE based upon 'Option A' backfill soils (Standard Dwg. D-31B)						
BOTANICAL NAME	COMMON NAME	QTY.	SIZE	COND.	UNIT PRICE	EXTENDED PRICE
LARGE SHADE TREES						
Acer saccharum	Sugar Maple	33	50 mm.	WB/B&B	\$	\$
Acer saccharinum	Silver Maple	12	50 mm.	WB/B&B	\$	\$
Tillia americana	Basswood	31	50 mm.	WB/B&B	\$	\$
Platanus x acerifolia "Bloodgood"	London Planetree	34	50 mm.	WB/B&B	\$	\$
Ulmus x carpinifolia "Pioneer"	Pioneer Hybrid Elm	14	50 mm.	WB/B&B	\$	\$
Zelkova serrata	Japanese Zelkova	28	50 mm.	WB/B&B	\$	\$
TOTAL		152			\$	\$
MEDIUM SHADE TREES						
Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	21	50 mm.	WB/B&B	\$	\$
TOTAL		21			\$	\$
ORNAMENTAL TREES						
Acer ginnala	Amur Maple	5	50 mm.	WB/B&B	\$	\$
Cornus florida	Flowering Dogwood	7	50 mm.	WB/B&B	\$	\$
Malus'Snowdrift'	Snowdrift Crap Apple	8	50 mm.	WB/B&B	\$	\$
Sorbus thuringiaca	Oakleaf Mountain Ash	8	50 mm.	WB/B&B	\$	\$
Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	16	50 mm.	WB/B&B	\$	\$
TOTAL		44			\$	\$

6-0 FORM OF TENDER...cont'd

Section 1 - Total Large Shade Trees	\$
Total Medium Shade Trees	\$
Total Ornamental Trees	\$
Section 2 – Provisional Items (Subject to completion of construction)	
Total Large Shade Trees	\$
Total Medium Shade Trees	\$
Total Ornamental Trees	\$
SUB TOTAL	\$
HST	\$
TOTAL	\$

6-2 References:

COMPANY	CONTACT NAME	PHONE NUMBER

6-3 List of Subcontractors (If None, Indicate NIL) _____

6-4 Please indicate if you can meet the schedule Yes _____ No _____

6-5 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes).

6-6 Please state the Payment Remittance Address (if different than the address indicated below:

6-7 Please state: Do you have VISA CAPABILITY? Yes _____ No _____

6-0 FORM OF TENDER...cont'd

- 6-8 I/WE DECLARE that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this tender.
- 6-9 I/WE FURTHER DECLARE that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair without collusion for fraud.
- 6-10 I/WE FURTHER DECLARE that the several matters stated in the said tender are all in respect true.
- 6-11 I/WE have allowed for Addenda numbered as follows: #_____ through to #_____.

FAILURE TO ACKNOWLEDGE ALL ADDENDA WILL RESULT IN YOUR TENDER BEING REJECTED.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE _____

AUTHORIZED SIGNATURE: _____ TITLE _____
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

HST REGISTRATION # _____

EMAIL ADDRESS _____

DATE OF TENDER _____

NOTE: Please return pages 13 - 16 on or before 12:00 Noon, Local Time, WEDNESDAY, SEPTEMBER 1, 2010

**THE CORPORATION OF THE CITY OF LONDON
PURCHASING AND SUPPLY
SPECIFICATION**

DATE ISSUED: February 18, 2005

SPECIFICATION NUMBER: 988-52-02

DATE REVISED: August 20, 2010

SUPERSEDES: February 8, 2010

PREPARED BY: Rick Postma

CHECKED BY: _____
Ivan Lister

SCOPE & PURPOSE:

To define the City's requirements for the supply, delivery and planting of 2010 spring street trees in new subdivisions.

SPECIFICATIONS:

Scope of Work

The specifications for the work required for the supply, delivery, planting and maintenance of tree stock as follows:

- Section 1. Topsoil
- Section 2. Plant Material
- Section 3. Planting Accessories
- Section 4. Wood Mulch
- Section 5. Planting Times
- Section 6. Handling and Storage
- Section 7. Installation
- Section 8. Work In Progress
- Section 9. Site Examination
- Section 10. Maintenance
- Section 11. Inspection
- Section 12. Warranty/guarantee

Section 1. TOPSOIL

- 1.1 Backfill soils will be installed in accordance with Standard Drawings D-31A, D-31B, D-31C and D-31D.

Section 2. PLANT MATERIAL

- 2.1 All plant material must be nursery grown and meet the specifications for size, height, spread, grading, quality and method of cultivation as set out in the latest edition of the Canadian Standards for Nursery Stock, prepared by the Canadian Nursery Trade Association (CNTA).
- 2.2 All plants shall have been nursery grown in Canada or the North Eastern United States, and shall be hardy in the Canadian Hardiness Zone 6A.

2.2.1 STOCK ORIGIN

The contractor shall provide assurance to The City of London regarding the geographical origin of seed, seedlings, whips, cuttings or liner stock used in tree production. This may be accomplished by the Nursery, from which the trees are purchased, participating in the Ontario's Natural Selections seed source certification program as a certified nursery and having the stock in question registered as a certified stocklot. Otherwise, the following assurance is required as proof, prior to commencement of any tree planting, to the satisfaction of the City of London, of stock origin through any of the following:

- i) receipts from Ontario's Natural Selections (FGCA) certified nurseries where transplant stock was purchased
- ii) receipts from purchase of Ontario's Natural Selections (FGCA) certified seed from certified seed collectors
- iii) information on dates of collection, names of collector and maps showing seed source location
- iv) information on how the Nursery's seed and stock handling practices and data systems maintain the integrity of the seed and stock origin information

The City reserves the right to refuse to accept and pay for any trees and any associated planting and administrative costs incurred by the Contractor for which adequate assurance of the geographic origin of the seed, seedlings, whips, cuttings or liner stock is not provided in advance.

The City reserves the right to refuse to accept and pay for any trees and associated planting and administrative costs incurred by the Contractor, whose geographic origin of seed, seedlings, whips, cuttings or liner stock is, in the opinion of the City, from beyond an acceptable range of seed zones or Ecoregions associated with London's climate.

- 2.3 The nomenclature of specified plants shall conform to the International Code of Nomenclature for Cultivated Plants and the latest edition of Standardized Plant Names.
- 2.4 All plants shall be structurally sound. Trees must have straight single trunks (unless otherwise specified) with well branched and balanced heads typical of the species. Trees which have been top pruned by removing branch leaders or the main leader are not acceptable. Branches are to be arranged in a scaffolding manner as they ascend the trunk. All dead branches are to be pruned in the nursery or prior to planting. All plants shall have strong, fibrous root systems that are moist and show active green cambium when examined.

Section 2. PLANT MATERIAL...cont'd

- 2.5 Plant material is to be WB (wire basket) and/or BB (balled and burlapped) stock. All stock shall be dug while dormant, with a tree spade.
- 2.6 All plant material must conform to the sizes shown on the plant list, except that larger material may be used when approved by the Project Manager. Use of larger plants will not increase the contract price.
- 2.7 Plant material sizes must conform to the following standards:
 - (a) Caliper - diameter of the trunk measured 150mm above the normal grade around the plant.
 - (b) Height - measured from the normal grade around the plant to the top of the main foliage mass.

**Table 1.
MINIMUM SIZES FOR STANDARD SHADE TREES**

Caliper (mm)	Overall Height (m) ⁽¹⁾	Minimum No. Branches in Head ⁽²⁾	Minimum Branching Height (m) ⁽²⁾	Minimum Ball Diameter (cm) ⁽¹⁾	Minimum Ball Depth (cm) ⁽¹⁾
50	3.00-4.25	10	1.75	70	40
60	3.50-5.00	11	2.00	70	40
70	4.25-5.50	12	2.00	80	50
80	4.50-5.75	13	2.00	90	50
90	4.75-6.00	14	2.00	90	50
100	5.00-6.25	15	2.00	100	50

**Table 2.
MINIMUM SIZES FOR STANDARD CONIFEROUS TREES**

Tree Height (cm)	Minimum Ball Diameter (cm) ⁽¹⁾	Minimum Base Width (cm) ⁽¹⁾
150	60	50-60
200	80	70-75
250	90	80-90
300	122	100+

⁽¹⁾Canadian Standards for Nursery Stock, Canadian Nursery Trades Association, 8th Edition, 2006.

⁽²⁾Metric Guide Specifications for Nursery Stock.

Section 2. PLANT MATERIAL ... cont'd

- 2.8 Rootball sizing must correspond to the specified tree size shown in Tables 1 and 2 (see Section 2.7), and must, at minimum, be large enough to accommodate at least 75% of the fibrous root system.
- 2.9 Root Balls 50cm and greater shall be double burlapped with 5 oz. non-fungicide treated Hessian or Jute burlap or approved equal. Root balls 60 cm and greater must be drum laced at 200mm spacing with minimum 1/4 in. biodegradable rope. Wire baskets are acceptable provided they are lined with burlap as noted above.
- 2.10 All plants shall be free of:
- i) mechanical injury, disease infection or insect infestation;
 - ii) nursery tags, labels, string, trunk wrappings or other foreign material;
 - iii) broken branches and abrasions to the trunk or branches; and
 - iv) split or crushed roots.
- 2.11 All plants shall be supplied as specified on the plant list or on the planting plan. Substitutions with other plant material may be permitted only with the prior written approval of the Project Manager.

Section 3. PLANTING ACCESSORIES

- 3.1 Street tree anchor stakes are to be new wood 50 mm x 50 mm x 2400 mm long or approved equal.
See Standard Drawing D-31A and D-31B.
- 3.2 Street tree ties are to be untreated binder twine ties (non-synthetic), or approved alternate. See Standard Drawing D-31A and D-31B.
- 3.3 Tree Guards are to be 150mm diameter black plastic PVC perforated pipe, 450mm long, slit on one side, set on grade and installed prior to the installation of wood mulch. See Standard Drawing D-31A and D31.B.
- 3.4 Anti-desiccants (if required) are to be applied in accordance with manufacturer's instructions.

Section 4. WOOD MULCH

- 4.1 Wood Mulch is to be 100mm depth shredded pine bark mulch, Canada Red Mulch, or approved equal. See Standard Drawing D-31A. The mulch is to extend 500mm beyond the root ball diameter in all directions. Mulch can extend to the tree guard but not inside.

Section 5. PLANTING TIMES

- 5.1 All trees are to be installed in accordance with dates shown on the tender document. Trees installed outside these dates without the prior written permission of the Project Manager will not be accepted.
- 5.2 Plant only under conditions that are conducive to the health and physical conditions of the plant material. Additional watering may be required as directed by the Project Manager if plants are installed prior to, or during, hot and dry conditions.
- 5.3 Plant material required for spring planting must be dug in the spring.

Section 6. HANDLING AND STORAGE

- 6.1 Plants must be transported with care to prevent shock or damage. Branches shall be carefully tied in such a manner as to prevent breakage or damage to trunks.
- 6.2 Points of contact between plant material and equipment must be padded to prevent bruising and scraping.
- 6.3 Plants that are to be transported in open vehicles are to be covered with a protective covering to prevent wind burn.
- 6.4 Plants specified W B (wire basket) on the plant list shall be moved with the root system as a solid unit, with the rootball firmly wrapped with burlap. No plant will be accepted when the rootball has been cracked or broken prior to or during planting.
- 6.5 The root system must be kept moist at all times prior to planting.
- 6.6 If plant material must be stored for longer than 48 hours, it shall be heeled in using good loam soil. The successful bidder will be responsible for all necessary watering and maintenance to preserve the stock in good condition.

Section 7. INSTALLATION

- 7.1 All trees are to be planted in accordance with the details shown on the attached drawings D-31A, D-31B, D-31C, D-31D, D-36A and D-36B
- 7.2 The successful bidder shall arrange for inspection and approval by the Project Manager of the planting layout prior to commencing excavation.
- 7.3 The successful bidder is responsible for verifying the locations of all utilities and for any damage to them, resulting from his operation. For Street Tree plantings, the successful bidder shall use the following procedure:
 - i) call "Ontario One Call" (1-800-400-2255) and identify tree planting as one project; and
 - ii) have utilities call the successful bidder who will then provide a list of addresses where trees are to be planted as well as a schedule of where the successful bidder intends to be and when so the locates can be obtained in an organized fashion.
- 7.4 The planting holes shall be excavated to a depth equal to the height of root ball, to the full width of the planting zone. The minimum width of the excavation shall be 500mm greater than the diameter of the rootball in all directions. The rootball is to be placed on undisturbed soil in the bottom of the pit. 7.5 If any detrimental conditions are discovered during the excavation of the planting holes, it should be immediately reported to the Project Manager for direction.
- 7.6 In cold weather, the successful bidder shall ensure that the bottom of all excavations are protected against freezing

Section 7. INSTALLATION...cont'd

- 7.7 If the excavated hole exceeds the depth of the rootball, cover the bottom of the hole with native soil and compact to prevent settlement. Wet or frozen soil shall not be used for backfilling.
- 7.8 Planting shall follow as soon after hole excavation as possible, on the same day, so as to control the moisture content of the planting hole and reduce the potential for injury. At no time are open excavations to be left unattended.
- 7.9 Any holes that are excavated and not planted, for any reason, must be backfilled with native soil and tamped down to within 100mm (minimum) of the existing ground surface. The remaining 100mm is to be filled with topsoil as outlined in Section 1.2, and mounded slightly to allow for settling. The entire topsoil area is to be seeded with a commercial lawn seed mix consisting of a 3 way blend of Turf Type Perennial Ryegrass (endophyte enhanced), consistent with that used by the City of London Parks Division.
- 7.10 Trees are to be installed plumb with the crown faced to give the best appearance in relation to structures, roads and pathways.
- 7.11 For WB (wire basket) and/or BB (balled and burlapped) root balls, cut away the top 1/3 of wire, rope and burlap (minimum) without disturbing root ball. Do not pull burlap, wire or rope from under root ball.
- 7.12 A 100mm topsoil saucer shall be constructed around the outer edge of the planting hole to assist with maintenance watering.
- 7.13 Install tree stakes, wire ties, protective hosing and trees guards as shown on planting detail D-31A and D-31B.
- 7.14 Install wood mulch to 100mm depth, to entire saucer area, after the placement of tree guards.
- 7.15 Only dead and injured branches and branches that rub causing damage to the bark shall be removed. Care should be taken to prevent damage to lead branches and smaller twigs along the main branches. The successful bidder shall use clean sharp tools and make branch collar cuts. The Successful bidder shall not remove the main leader. Trees with the main leader pruned/removed will not be accepted.

Section 8. WORK IN PROGRESS

- 8.1 Adequately protect work completed and/or work in progress. Work that is damaged or defaced due to failure in providing such protection is to be removed and replaced or repaired as directed by the Project Manager at no increase in the contract price.
- 8.2 All materials and equipment are to be fenced within the work site when the site is unattended.

Section 9. SITE EXAMINATION

- 9.1 The successful bidder shall report to the Project Manager, in writing, of any conditions or defects encountered on the site during or before construction which may adversely affect successful performance. Work is not to commence until such conditions or defects have been investigated and corrected.

Section 10. MAINTENANCE

- 10.1 The successful bidder is responsible for maintaining all plant material in a healthy, viable condition from the time of installation up to the time of written, Final Acceptance. This "maintenance" will include:
- i) all trees shall be watered at time of planting and then weekly thereafter for the first growing season, unless directed otherwise by the Project Manager;
 - ii) watering as required and appropriate to soil and weather conditions throughout the two season warranty period;
 - iii) maintenance of bark mulch to be weed-free and to specified depth;
 - iv) maintenance of stakes, ties, protective hosing and tree guards to specified standards; and
 - v) pruning dead, cross-over and damaged limbs as required.
 - vi) written confirmation of work completed and sent to the City
- 10.2 The successful bidder shall not spray plants to combat pests and diseases without written permission from the Project Manager.
- 10.3 The successful bidder is responsible to provide adequate protection against winter damage including damage caused by rodents and wind.

Section 11. INSPECTION

- 11.1 The successful bidder shall make all plant material available for inspection at the source by the Project Manager.
- 11.2 Approval of plant material at the source will not impair the right of the Project Manager to inspect plants upon arrival on-site, during or after the course of installation, and to reject plants which have been damaged, or which, in any way, do not conform to the specifications.
- 11.3 If partial acceptance is desired, notice shall be given to the Project Manager in writing.
- 11.4 Partial acceptance will be given when plant installation has been delayed due to circumstances beyond the control of the Successful bidder or where planting would be in conflict with good horticultural practices and would jeopardize the health of the plant material.
- 11.5 Final inspection of all plant material will be made at the end of the specified warranty/guarantee period. All plants must be in a healthy growing condition at the time of this inspection, as defined by the following criteria:
- Tree Crown:
- i) leaf area must be 75% or more;
 - ii) branch ratio must be 50% of the total tree height and there must be 9 to 11 branches, well spaced and ascending the main trunk in a spiral fashion;
 - iii) the crown must be well balanced;
 - iii) leaf size must be normal for the species; and
 - iv) leaf colour must be normal for the species.

Section 11. INSPECTION...cont'd

Tree Stem:

- i) the main leader must be intact, showing no cuts;
- ii) the trunk must be single and straight;
- iii) the tree must be planted straight;
- iv) there must be 175cm - 200cm of clean stem below the lowest branches;
- v) there must be no major scrapes or cuts on the bark;
- vi) the tree must meet the diameter class as specified on the plant list or plans;
- vii) trees must be planted as per the layout plan or direction given by Project Manager; and
- viii) tree root balls must be set at same height as originally grown at the nursery.
- ix) root balls shall be free of plant materials such as grasses, turf, etc.

- 11.6 All final warranty inspections will only be conducted during the growing season (May 1 - September 1).
- 11.7 Prior to issuing Final Acceptance and the assumption of plant material by the City, the successful bidder shall remove all stakes, wire ties, and protective hosing. Tree Guards, saucer, and wood mulch are to be left in place.

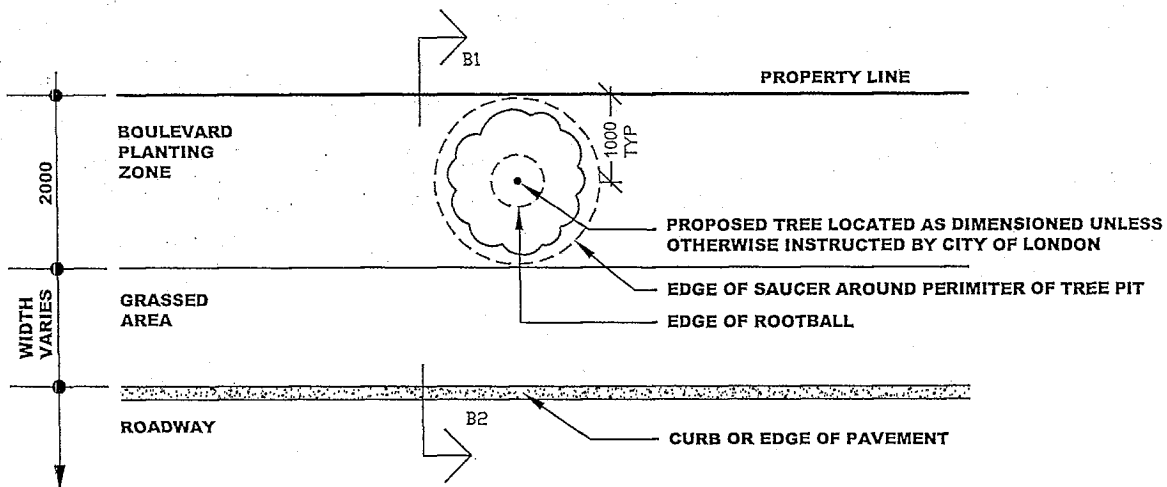
Section 12. WARRANTY/GUARANTEE

- 12.1 The successful bidder hereby warrants that all installed plant material will remain free of defects for a minimum of two (2) full growing seasons following installation. A growing season is defined as May 1 to September 1.
- 12.2 A Final Acceptance inspection by the Project Manager will take place prior to the end of the warranty/guarantee period.
- 12.3 The Project Manager reserves the right to extend the successful bidder's warranty/guarantee responsibilities for an additional year if, at the end of the initial warranty/guarantee period, leaf development and growth is not sufficient to ensure future survival, in the opinion of the Project Manager.
- 12.4 At any time during the warranty/guarantee period the successful bidder shall identify and remove from site any plant material that has died or that has failed to grow satisfactorily or as determined by the Project Manager. A list of trees that require replacement or attention (ie: re-staking, pruning, etc.) will be provided to the successful bidder from the Project Manager as information becomes available, either through inspections or calls received. Deficiency lists for trees not meeting the specifications of this contract will be issued as required throughout the course of this contract. The successful bidder shall rectify all deficiencies within thirty (30) days after written notice is issued unless otherwise stipulated in the notice.
- 12.5 After the first full growing season, and not later than June 30 of the year following planting, the successful bidder shall provide the city with a deficiency report of all trees planted. This report will identify trees that require replacement or remedial action by the Contractor (ie: re-staking, pruning, re-mulching, re-tying or any other maintenance). The report shall include the date the remedial actions took place or a plan, satisfactory to the Project Manager, to correct any deficiencies.
- 12.6 The warranty/guarantee on all replacement plant material shall be extended for a period equal to the original warranty/guarantee period from the time of replacement at the discretion of the Project Manager.

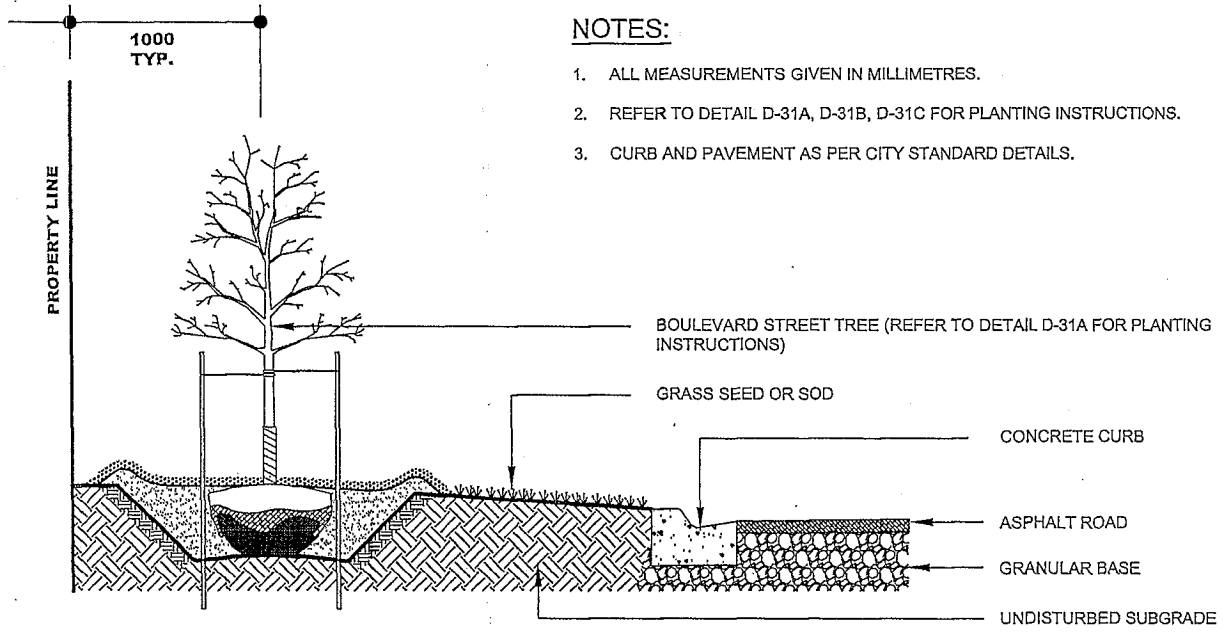
Section 12. WARRANTY/GUARANTEE...cont'd

- 12.7 The successful bidder shall continue such replacement and warranty/guarantee until plant material is acceptable. The successful bidder shall not be responsible for the cost of replacements resulting from vandalism or carelessness on the part of others.
- 12.8 Prior to the end of the 2 year warranty period, the City of London will carry out a final deficiency report. This report may be done by the City or their designate and in the case of the hiring a Landscape Architect or Registered Professional Forester, will be stamped with their seal. This report will identify trees that require replacement or remedial action by the Contractor (ie: re-staking, pruning, re-mulching, re-tying or any other maintenance). The report shall include a plan, satisfactory to the Project Manager, to correct any deficiencies.

Once all the deficiencies on that list have been corrected and subject to the City of London's approval, any bonds shall be released.

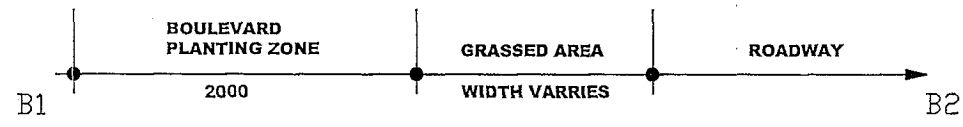


PLAN VIEW



NOTES:

1. ALL MEASUREMENTS GIVEN IN MILLIMETRES.
2. REFER TO DETAIL D-31A, D-31B, D-31C FOR PLANTING INSTRUCTIONS.
3. CURB AND PAVEMENT AS PER CITY STANDARD DETAILS.



SECTION VIEW

CITY OF LONDON STANDARD DRAWING

BOULEVARD TREE LOCATION DETAIL - WITHOUT SIDEWALK

DWG D-36B	DATE 2006-11-06	APPROVED BY PARKS PLANNING AND DESIGN	<i>M. R. [Signature]</i>
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