

CITY OF COURTENAY



REQUEST FOR PROPOSAL NO. R20-13

PARKS TREE PLANTING SERVICES

Closing Date: Monday August 31, 2020

City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

Table of Contents

SECTION I – TERMS OF REFERENCE

1.0 INTRODUCTION

2.0 SCOPE OF WORK

2.1 - GENERAL

2.1.1 PLANTING DOCUMENTS

2.1.2 SUMMARY

2.1.3 TIMELINE AND NOTIFICATION OF PROJECTS

2.1.4 VERIFICATION

2.1.5 PROJECT SAFE WORK PLAN AND PROTECTION OF WORK

2.1.6 CHANGES IN THE WORK

2.1.7 CORRECTION OF THE WORK

2.1.8 OBSERVATION OF THE WORK

2.1.9 PRE-CONSTRUCTION CONFERENCE

2.1.10 QUALITY ASSURANCE

2.1.11 PLANT WARRANTY

2.1.12 OBSERVATION OF PLANTS

2.1.13 SITE CONDITIONS

2.1.14 PLANTING AROUND UTILITIES

2.2 - PRODUCTS

2.2.1 TREES

2.2.2 PLANTING SOIL

2.2.3 MULCH

2.2.4 TREE STAKING MATERIAL

2.2.5 WATERING BAGS

2.3 - EXECUTION

2.3.1 SITE EXAMINATION

2.3.2 DELIVERY, STORAGE AND HANDLING

2.3.3 PLANTING SEASON

2.3.4 ADVERSE WEATHER CONDITIONS

2.3.5 LAYOUT AND PLANTING SEQUENCE

2.3.6 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

2.3.7 INSTALLATION OF PLANTS: GENERAL

2.3.8 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

2.3.9 STAKING

2.3.10 MULCHING OF PLANTS

2.3.11 PLANTING BED FINISHING

2.3.12 CLEAN-UP

2.3.13 PROTECTION DURING CONSTRUCTION

2.3.14 PLANT MAINTENANCE PRIOR TO FINAL ACCEPTANCE

2.3.15 PARTIAL COMPLETION ACCEPTANCE

2.3.16 FINAL ACCEPTANCE

3.0 HOURS OF WORK

4.0 TERM OF CONTRACT & PRICING INCREASES

5.0 PROJECT ESTIMATES AND INVOICING

6.0 PROPOSAL SUBMISSION REQUIREMENTS

6.1 COMPANY OVERVIEW

6.2 URBAN FORESTRY KNOWLEDGE - TREE INSTALLATION PRACTICES

6.3 PROJECT MANAGEMENT SCENARIO

6.4 HEALTH & SAFETY plus PROJECT SAFE WORK PLAN

6.5 FINANCIAL COST TO THE CITY

7.0 ALTERNATE PROPOSAL OR INNOVATIONS

8.0 AGREEMENT

SECTION II – INSTRUCTIONS TO PROPONENTS

BID FORM

SCHEDULE A – DEFINITIONS

SCHEDULE B – CONSTRUCTION DRAWINGS & EXAMPLE OF BOULEVARD PLANTING SECTIONAL

DIAGRAM – for PROJECT SAFE WORK PLAN

SECTION I TERMS OF REFERENCE

1. INTRODUCTION

- 1.1 The City of Courtenay is requesting proposals from tree firms for the provision of boulevard or other tree planting services for the City of Courtenay Parks Division for a 3 year period. Planting projects will come online as new subdivisions are built out or greenspaces are developed and will include a minimum of 10 trees per project.

2. SCOPE OF WORK

2.1 PART 1 - GENERAL

2.1.1 PLANTING DOCUMENTS – to be supplied on a by project basis

- a) Map of Install Locations
- b) Planting Schedule
- c) Construction Drawings examples (SCHEDULE B)
 - i. 1.0 “TREE (EXISTING SOIL MODIFIED)”
 - ii. 2.0 “TREE (EXISTING SOIL NOT MODIFIED)”
 - iii. 3.0 “TREE STAKING – WOOD POLES (2)”
 - iv. 4.0 “ROOT CORRECTION DETAIL – CONTAINER”
 - v. 5.0 “ROOT CORRECTION DETAIL (B&B)”
 - vi. 6.0 “ROOTBALL SHAVING – CONTAINER”

2.1.2 SUMMARY

- a) The scope of work includes all labor, trees, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to, performing all operations in connection with installation of trees as shown on the drawings and as specified herein.
 - b) The scope of work in this section includes, but is not limited to, the following:
 - i. Boulevard or Other Tree Installations – details of number of trees and format and sizes to be determined on a by project basis.
 - ii. Mulch and stake all specified plants.
 - iii. Place watering bag at each boulevard tree and deliver instruction Flyer to each residence (provided by City of Courtenay).
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iv. Clean up and disposal of all excess and surplus material.

b) Planting Projects will typically be a minimum of 10 trees.

2.1.3 TIMELINE AND NOTIFICATION OF PROJECTS

a) The scope of work shall be completed on a timeline to be determined on a by project basis with a lead time for notification of projects of between 3 weeks and 4 months.

2.1.4 VERIFICATION

a) All scaled dimensions on Construction Drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Arborist Supervisor of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Arborist Supervisor.

b) In the case of a discrepancy in the plant quantities between the Map of Install Locations and the Planting Schedule, the Map of Install Locations shall be deemed correct and prevail.

2.1.5 PROJECT SAFE WORK PLAN AND PROTECTION OF WORK

a) The Contractor shall adequately protect the adjacent property and the public using cones and caution tape and other appropriate controls to delineate the work zone as well as appropriate traffic control as required as determined by the most recent Traffic Management Manual for Roadways by BC Ministry of Transportation and Infrastructure. In addition, the Contractor shall adequately protect the work. The Contractor shall be responsible for any damages or injury due to their errors or omissions.

2.1.6 CHANGES IN THE WORK

a) The Arborist Supervisor may order changes in the work, and the contract sum should be adjusted accordingly.

2.1.7 CORRECTION OF THE WORK

a) The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Arborist Supervisor, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

2.1.8 OBSERVATION OF THE WORK

a) The Arborist Supervisor Supervisor (or designate) may observe the work at any time.

2.1.9 PRE-CONSTRUCTION CONFERENCE

a) The contractor shall schedule a pre-construction meeting with the Arborist Supervisor Supervisor at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction, and project work schedule.

2.1.10 QUALITY ASSURANCE

a) Partial Completion Acceptance - Acceptance of the work mid-way through project:

- i. Once the Contractor completes the installation of approximately half of the trees, the Contractor shall notify the Arborist Supervisor who will inspect, or have a designate inspect, all work for Partial Completion Acceptance.
 - ii. Partial Completion Acceptance by the Arborist Supervisor (or designate) shall be for general conformance to installation specifications.
 - iii. Any parts of the project that are deemed defective as defined under the provisions below shall not be accepted.
- b) The Arborist Supervisor will provide the Contractor with written acknowledgment of the date of Partial Completion Acceptance.
- c) Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

2.1.11 CONTRACTOR TREE INSTALLER QUALIFICATIONS

- a) The installer shall be a firm having at least 5 years of successful experience working with trees in urban areas, including tree installations.

2.1.12 PLANT WARRANTY

- a) The Contractor agrees to correct or replace trees or work that do not meet the specifications found herein. The Arborist Supervisor Supervisor shall make the final determination if plants and work meet these specifications.
- b) Any work required by this specification or the Arborist Supervisor (or designate) during the progress of the work, to correct plant defects including the removal of roots or branches, or installing plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty.
- c) The Contractor is exempt from replacing plants accepted at Partial Completion that are subsequently removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
- d) During the project work period and prior to Final Completion Acceptance, the Contractor shall maintain all plants.
- e) The Contractor is not responsible to provide a warranty on plant material after Final Acceptance.

2.1.13 OBSERVATION OF PLANTS

- a) The Arborist Supervisor (or designate) may make invasive observation of the plant's root system in the area of the root collar and the top and the sides of the root ball in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar and appropriate or appropriately corrected root architecture.
- b) Plants with defects that can be corrected without compromising the future health or establishment of the plant are acceptable. In the event that the Contractor decides that such remediation work may compromise
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the future health or establishment of the plant, the Contractor will notify the Arborist Supervisor who will make the determination to reject or not reject the plant.

- c) All plants that are rejected shall be immediately corrected, or replaced, as necessary by the Contractor so that they meet the requirements established in this document and related construction drawings.

2.1.14 SITE CONDITIONS

- a) It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Arborist Supervisor, in writing, of any circumstances that would negatively impact the longterm health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected, or the Arborist Supervisor has give permission to proceed.
 - i. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Arborist Supervisor in writing, stating the conditions and submit a proposal covering costs of remediation.
 - ii. Remediation of detrimental sub-surface conditions should include up to replacement of 3 cubic meters of existing sub-surface materials with imported topsoil, and also should include up to modification of the sub-surface profile to slope away from the rootball to enhance drainage away from roots and mitigate potential waterlogging.
 - iii. During the remediation process, as in the rest of the project, the existing infrastructure (curbs, sidewalks, below-ground pipes) shall not be damaged.
- b) Actual planting shall be performed within the seasons specified and during those periods when weather and soil conditions are suitable.
- c) Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as heavy rain or snow or during extremely hot, cold or windy conditions.

2.1.15 PLANTING AROUND UTILITIES

- a) Contractor shall carefully examine all pertinent drawings and documents that relate to underground utilities.
- b) Contractor shall determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required.
- c) Notification of BC OneCall is required for all planting areas: the Contractor is responsible for knowing the location and avoiding utilities. BC OneCall can be reached at <https://www.bc1c.ca>

2.2 PART 2 – PRODUCTS

2.2.1 TREES

- a) Trees shall be of high quality nursery stock with a strong form, normal for the tree type, with well-spaced and firmly attached branches, a trunk free of wounds or damage, and a quality root system. The City acknowledges that in some circumstances procuring trees with imperfections will be unavoidable. The contractor shall undertake some corrections of trees with imperfections.
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- i. Crown imperfections, including dead or broken branches, shall be corrected by the contractor at the time of installation with not more than 10% of the crown removed. Other crown imperfections, including crossing or rubbing branches and codominant branch attachments, will be undertaken by the City after establishment.
- ii. Root imperfections, including stem circling and stem girdling roots, and roots growing above root flare, as well as other imperfections described in the CONSTRUCTION DRAWINGS shall be corrected by the contractor at time of installation provided that the corrections will not compromise the long-term health and structural integrity of the tree.

2.2.2 PLANTING SOIL

- a) Planting Soil as used in this specification means the soil at the planting site, if appropriate for growing healthy trees, or imported soil to remedy poor conditions that would negatively impact the health of plantings. Imported soil shall be a loam texture. Contractor shall be responsible for making the determination to remedy poor soil conditions and provide remediation planting soil in an appropriate volume, either 3 cubic meters per tree or an alternate volume proposed by contractor.

2.2.3 MULCH

- a) Mulch shall be "forestry/arborist chip" grade, coarse ground from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 1cm or less in size, and maximum size of individual pieces (largest 20% or less of volume) shall be approximately 2.5 – 3.0cm in diameter and maximum length approximately 10 – 15cm. Pieces larger than 15cm long that are visible on the surface of the mulch after installation shall be removed.
- b) The Mulch should be from broad-leaf trees or a mix of broad-leaf and coniferous sources and the mix shall not contain more than 10% Thuja plicata, 5% Juglans nigra or other source with known extensive allelopathic qualities.

2.2.4 TREE STAKING MATERIAL

- a) Tree tying material to be flat woven polypropylene material, 1.9cm wide, and 900 lb. break strength. Color to be green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- b) Stakes shall be of two (2) wooden pole stakes free of knots and of 4 – 5cm diameter and length appropriate to the size of plant as required to adequately support the plant – refer to "Tree Staking – Wood Poles (2)" construction drawing. If the sub-surface conditions are too hard for the installation of wood poles, metal "t-bar" trees stakes may be substituted, with notification of Arborist Supervisor.

2.2.5 WATERING BAGS

- a) Plastic tree watering bags holding a minimum of 15 gallons of water and with slow drip hole(s) water release system, specifically designed to water establishing trees shall be used.
 - b) Watering bags shall be provided to the Contractor by the Arborist Supervisor (or designate) and shall be Treegator Irrigation Bags or other brand with similar specifications.
 - c) Watering bags shall be installed at each boulevard tree and watering bag instruction Flyer shall be given to each residence adjacent to the boulevard tree at the time of installation by inserting into door or mail box or
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slot. Watering bag instruction Flyers shall be provided to the Contractor by the Arborist Supervisor (or designate). The City reserves the right to request watering bag installations in Other tree planting contexts.

2.3 PART 3 – EXECUTION

2.3.1 SITE EXAMINATION

- a) The contractor shall examine the surface grades and soil conditions and notify the Arborist Supervisor in writing of any unsatisfactory conditions, including poor soil conditions and the necessity and extent of soil remediation required.

2.3.2 DELIVERY, STORAGE AND HANDLING

- a) The contractor shall protect plant materials from deterioration during delivery and storage. Adequately protect trees from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery to site, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the storage period.
- b) Provide protective covering over all plants during transportation.

2.3.3 PLANTING SEASON

- a) Planting shall only be performed during the appropriate planting season to be determined on a project basis, and when weather and soil conditions are suitable.

2.3.4 ADVERSE WEATHER CONDITIONS

- a) No planting shall take place during extremely hot, dry, windy or freezing weather, or during times when the soil is saturated or frozen in consultation with Arborist Supervisor.

2.3.5 LAYOUT

- a) Relative positions of all trees are shall be determined by the Arborist Supervisor ahead of planting and will be marked with a small green painted wooden stake. Boulevard trees shall be installed into planting strips equidistant between the back of the curb edge and the sidewalk.
- b) It is understood that though the locations of trees have been chosen to avoid conflicts with underground and above ground utilities, sightlines from corners, driveways, signs, other considerations, it may be required to make adjustments to the planting location to avoid conflicts with utility locations that have been discovered during the utility locating process, or from other considerations. If changes in location more than 1 m are required, the Arborist Supervisor shall be notified before installation. Boulevard trees shall remain equidistant between the back of the curb edge and the sidewalk.

2.3.6 SOIL PROTECTION DURING DELIVERY AND INSTALLATION

- a) Protect planting soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants, and while importing planting soil.

2.3.7 INSTALLATION OF PLANTS: GENERAL

- a) The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting, or prior to purchase, to confirm that the roots meet the requirements for plant root quality as shown in construction drawings.
 - b) The Contractor shall undertake at the time of planting, all modifications to the root ball package and root system to meet these quality standards.
 - i. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and absence of roots above the root collar and removal of stem girdling roots and circling roots, may make the plant unstable or stress the plant to the point that the Arborist Supervisor may choose to replace the plant rather than permitting the modification. The Arborist Supervisor shall be notified by the Contractor if the Contractor feels that the necessary root modifications will prevent establishment or the long term health of the tree. The Arborist Supervisor will make the choice to accept or reject the tree.
 - c) Container and Root Ball Shaving: The outer surfaces of ALL plants in containers, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making *clean* cuts on the roots. Shaving shall remove a minimum of 2.5 cm of root mat or up to 5 cm as required to remove all root segments that are not growing reasonably radial to the trunk. All cuts shall be clean or shall be pruned using lopper or secateurs to ensure cuts are clean.
 - d) Execution of Installation – Boulevard Trees
 - i. Using hand tools or machine, excavate a square Planting Bed Area with sides equal to the distance between the sidewalk and roadway. Ensure that a 15 cm stepout is maintained at the edges of the Planting Bed Area that border the sidewalk and roadway (to protect sidewalk and road infrastructure).
 - ii. Excavate to the depth of the root ball measured after any root ball modifications to correct root problems; the measuring point for root ball depth shall be the root flare.
 - iii. If planting soil is compacted, loosen the soil by digging and turning to reduce any existing compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a machine, or hand shovels.
 - iv. For trees to be installed into modified Planting Soil that is deeper than the root ball depth, compact the soil under the root ball to assure a firm bedding for the root ball.
 - v. Set root flare at, or just above, the average elevation between the back of the curb and the sidewalk. Set the plant plumb and upright in the center of the planting hole. The root flare shall be at or just above grade. Do not place soil on top of the root ball.
 - vi. Orientate trees in boulevard contexts so that the wider plane of the crown is parallel to the sidewalk.
 - vii. Backfill the space around the root ball with Planting Soil.
 - viii. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in 15 cm lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over-compact the backfill or use mechanical or pneumatic tamping equipment.
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- ix. Remove all nursery plant identification tags and ribbons at time of planting.
- x. For trees requiring soil remediation due to poor or compacted existing soil or gravel subsoil, replace 3 cubic meters with imported topsoil, or other proposed volume acceptable to Arboriculture Supervisor. Existing surface treatment beyond planting bed area to be returned to state found before planting activities.

e) Execution of Installation – Greenspace Trees

- i. Using hand tools or machine, excavate a circular Planting Bed Area (Tree Ring) 250 cm in diameter.
- ii. Remove existing substrate, turf or otherwise, down to a depth of 10 cm below grade.
- iii. Ensure edge of tree ring is cut smoothly into existing substrate.
- iv. Scarify, or loosen, below the removed substrate to a depth of 20 cm.
- v. Add approximately 1.0 cubic meters of Planting Soil to the tree ring and create a gently rounded sloping berm with 15 cm of space between outer edge of berm and edge of tree ring.
- vi. Before installing tree, compact the soil under the root ball to assure a firm bedding for the root ball. Refer to construction drawing 1.0 Tree (Existing Soil Modified).
- vii. Set the tree plumb and upright at the centre of the tree ring. The root flare shall be at or just above grade. Do not place soil on top of the root ball.
- viii. Orientate trees in Greenspace contexts so that the wider plane of the crown is parallel to the trail (if applicable).
- ix. Backfill the space around the root ball with Planting Soil.
- x. Brace root ball by tamping Planting soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in 15 cm lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over-compact the backfill or use mechanical or pneumatic tamping equipment.
- xi. Remove all nursery plant identification tags and ribbons at time of planting.

2.3.8 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

- a) The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.
 - i. Balled And Burlapped Plants
 - i) This specification assumes that most balled and burlapped plants have some girdling and circling roots, that the root collar is too low in the root ball, and that structural roots may extend from root ball.
 - ii) Remove all twine and burlap from the root ball after it has been placed in its permanent location in the planting hole.

- iii) Remove wire cages from the root ball after it has been placed in its permanent location in the planting hole if significant damage to roots can be avoided. If removal of wire cage will cause significant damage to roots, bend down the wire or cut the wire below the top third of the root ball.
- iv) Remove soil and roots over the root collar and prune root defects and structural roots extending from root ball according to root correction details so that root system conforms to construction drawing 5.0 Root Correction Detail (B&B).
- ii. Container Plants (includes Boxed and Above-Ground Fabric Containers)
 - i) This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
 - ii) Remove the container.
 - iii) Perform root ball shaving as described construction drawing 6.0 Root Ball Shaving – Container.
 - iv) Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to construction drawing 4.0 Root Correction Detail – Container.
 - v) Remove all substrate at the bottom of the root ball that does not contain roots.
 - vi) Remove all the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.
- iii. Bare rooting of balled and burlapped or container trees permitted provided that:
 - i) It is accomplished with AirSpade air excavation tool (model for arborists or landscapers) and;
 - ii) It does not compromise the future health or establishment of the tree, and;
 - iii) That required root corrections are undertaken.

2.3.9 STAKING

- a) Install two (2) 4 cm – 5 cm wood stakes according to the construction drawing 3.0 Tree Staking – Wood Poles (2).
 - i. Plants shall stand plumb after staking or guying.
 - ii. Stakes shall be driven to sufficient depth to adequately support the tree (generally 1/3 of their length).
 - iii. Stakes shall not interfere with permanent branches.
 - iv. Strapping shall be ArborTie.
 - v. If planting in a Boulevard context, stakes shall be parallel with sidewalk. If planting in an Other context, stakes shall be parallel to the direction of prevailing wind.
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- b) If the sub-surface conditions are too hard for the installation of wood poles, metal “t-bar” trees stakes may be substituted, with notification of Arborist Supervisor.

2.3.10 MULCHING OF PLANTS

- a) Apply 10 cm of mulch before settlement, covering the entire planting bed area. Install no more than 2.5cm of mulch over the top of the root balls of all plants. Taper to 5 cm when abutting edges of planting space, with top of mulch level slightly lower (2.5 cm) than the adjacent grade.

2.3.11 PLANTING BED FINISHING

- a) After planting, smooth out all grades before mulching.
- b) Separate the edges of planting beds with a smooth, formed edge cut into the existing substrate.
- c) Existing surface treatment (turf, gravel, other) beyond Planting Bed Area to be returned to state found before planting activities.

2.3.12 CLEAN-UP

- a) During installation, keep the site tidy and free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day.
 - i. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- b) Once installation is complete, clean all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site.
- c) Make all repairs to grades, ruts, and damage by the Contractor to the work or other work at the site.
- d) Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

2.3.13 PROTECTION DURING CONSTRUCTION

- a) The Contractor shall protect planting and related work and other site work from damage due to planting operations. Treat, repair or replace damaged work immediately.
 - b) Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of existing trees, soil, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the City of Courtenay. The Arborist Supervisor shall determine when such cleaning, replacement or repair is satisfactory.
 - c) The Contractor shall protect all existing infrastructure from damage due to planting operations. Infrastructure can include, but is not limited to, sidewalk and road surfaces and subsurfaces; above ground infrastructure such as power poles, street lights, road signage; below ground infrastructure such as gas, electrical, water, storm water, sewer.
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- d) During excavation of planting bed areas in boulevard contexts, ensure that a 15 cm step out is maintained at sidewalk and road edges.
- e) The Contractor shall notify the Arborist Supervisor immediately of any damage to existing infrastructure. Costs to repair damages to existing infrastructure shall be borne by the Contractor.
- f) Protecting infrastructure will be prioritized over achieving the specifications for soil volume remediation or other planting specifications.

2.3.14 PLANT MAINTENANCE PRIOR TO FINAL ACCEPTANCE

- a) During the project work period and prior to Final Completion Acceptance, the Contractor shall maintain all plants.

2.3.15 PARTIAL & FINAL COMPLETION ACCEPTANCE

a) Partial Completion Acceptance

- i. Upon written notice from the Contractor, the Arborist Supervisor shall inspect the work and make a determination if the work conforms to these specifications.
- ii. During inspection the Arborist Supervisor will make invasive observation of the plant's root system as well as the general planting area.
- iii. Inspections will rate the following:
 - i) Planting Area: including planting pit in boulevard trees and tree rings in greenspace trees
 - ii) Tree Root Ball: no girdling roots, no roots above root flare, shaved root ball
 - iii) Tree Crown: normal for tree type, no more than few rubbing branches greater than 2 cm, no dead or damaged branches
 - iv) Tree Installation: root flare at or slightly above grade, unexcavated (or compacted) soil beneath root ball, orientation / plumbness of stem, no soil on top of root ball, soil around root ball is firm (not compacted / not loose), widest plane of tree crown in parallel with sidewalk or trail (if applicable)
 - v) Tree Support: appropriate materials, stakes solid in ground, tie is appropriate tightness, tie is appropriately fastened
 - vi) Mulch: appropriate type, appropriate depth (2.5 cm on root ball, 10 cm outside of root ball, tapered to 5 cm at edges of planting area), interface with existing surface is tidy
- iv. If it is established that work conforms to these specifications, the Arborist Supervisor will accept the work and notify, in writing, the contractor of the acceptance
- v. FAILURE TO PASS INSPECTION: if the work fails to pass partial inspection, the Arborist Supervisor will notify the Contractor, in writing, any corrections necessary to ensure the work meets these specifications. THE CONTRACTOR WILL UNDERTAKE THESE CORRECTIONS AT NO ADDITIONAL COST TO THE CITY.

b) Final Completion Acceptance

- i. Upon written notice from the Contractor the Arborist Supervisor shall inspect the work and establish that all work conforms to these specifications and that all provisions of the contract are complete and the work is satisfactory.
- i) Final Completion Inspections will rate same items as Partial Completion Inspections and during inspection the Arborist Supervisor will make invasive observation of the plant's root system as well as the general planting area
- ii. If it is established that all provisions of the contract are complete and the work is satisfactory, the Arborist Supervisor will accept an invoice for the work.
- iii. FAILURE TO PASS INSPECTION: If the work fails to pass final inspection, the Arborist Supervisor will notify the Contractor, in writing, any corrections necessary to ensure the work meets these specifications and to ensure that the provisions of the contract are completed. THE CONTRACTOR WILL UNDERTAKE THESE CORRECTIONS AT NO ADDITIONAL COST TO THE CITY.

3.0 HOURS OF WORK

- a) The project work may be performed between the hours of 7:30am and 6:00pm, Monday to Saturday, unless prior written approval has been received from the Arborist Supervisor.

4.0 TERM OF CONTRACT & PRICING INCREASES

- a) The contract shall be for a two-year term commencing October 1 2020 and ending September 30 2022, with the option of one (1) one-year extension, subject to the outcome of a performance evaluation.
- b) No pricing increases will be allowed during the first year of the two-year term up to September 30 2021. In subsequent years any price increases must be submitted in writing to the City Purchasing Division a minimum 60 days prior to the year end and approval must be received in writing from the City Purchasing Division to be effective.

4.0 PROJECT ESTIMATES AND INVOICING

- a) The proponent shall supply an estimate to the City on a by project basis.
 - i. The estimate shall include a summary of the *estimated* resources, products and materials required to complete the project with line totals for each as well as a grand total.
- b) The proponent shall invoice the City for the *actual* resources, products and materials used to to complete each project and shall supply the invoice after passing Final Inspection.
 - i. The invoice shall include a job summary of the *actual* resources, products and materials used to complete the project with line totals for each as well as a grand total.

| | | | | | |
|------------------------|-----------------|---------|---|----------|-----------|
| c) EXAMPLE of summary: | Labour | 3 hour | @ | \$X/hr | = \$total |
| | Trees | 10 | @ | \$X/tree | = \$total |
| | Soil | 3 yards | @ | \$/yd | = \$total |
| | Grand Toal = \$ | | | | |

5.0 PROPOSAL SUBMISSION REQUIREMENTS

The proponent must submit a proposal that includes the following:

5.1 COMPANY OVERVIEW

- a) Provide an executive summary of the company, its history, overall service profile, and current customer profile.
- b) Provide an overview of the proposed team and include resumes & including credentials for all team members.
- c) Provide a minimum of three (3) references for similar work detailed in the Terms of Reference. This must include a brief description of the scope of services provided, contract value, and contact information for each reference listed.
- d) Identify any additional value-added services available to the City.

5.2 URBAN FORESTRY KNOWLEDGE - TREE INSTALLATION PRACTICES

- a) Please use the following topics to describe how tree installation practices contribute to the long term success of trees. This is an opportunity to showcase your urban forestry planting knowledge and set yourself apart from your competition.
 - i. Soil – texture, organic matter, volume
 - ii. Rootball Corrections
 - iii. Mulch – type, depth
 - iv. Other – contractor choice

5.3 PROJECT MANAGEMENT SCENARIO

- a) Provide a proposed project schedule including key dates and milestones for installing 10 trees into a boulevard planting strip context; beginning with scheduling a project meeting with the Arborist Supervisor and ending with final completion inspection and invoicing City for work.
- b) Discuss the project execution and provide insight into how your firm will meet the objectives of long-term tree health and a safe work site.
- c) Identify any potential constraints and challenges in executing the scope of work and how they will be overcome

5.4 HEALTH & SAFETY plus PROJECT SAFE WORK PLAN

- a) Health & Safety
 - i. The proponent must submit a copy of their Health & Safety Program Manual and/or Safe Work Procedure that is directly related to the work outlined in this RFP. The submitted Health & Safety Program Manual and/or Safe Work Procedure shall be reviewed for compliance by the City's OH&S/Disability Claims Coordinator.
- b) The successful proponent will be required to be designated Prime Contractor for the worksite.
- c) Project Safe Work Plan
 - i. The proponent must describe a Project Safe Work Plan by using the provided diagram of a typical tree planting work zone to identify the roadway, boulevard planting strip, sidewalk, adjacent private property, driveway, stop sign.

- ii. Use the diagram to show how the work zone will be defined for pedestrians and vehicles using cones, signs, caution tape and any other appropriate control measures for pedestrian and vehicular management. Note: vehicle management should adhere to the latest version of the Traffic Management Manual for Work on Roadways by the BC Ministry of Transportation and Infrastructure – appropriate layout diagrams found therein.

5.5 FINANCIAL COST TO THE CITY

- a) Complete the pricing table below for different planting scenarios.

| Scenario Pricing for Installing Trees into a <i>BOULEVARD</i> Context | |
|---|----------------|
| # Trees & Remediation Scenerio | Total Price \$ |
| x 5 Trees - no remediation | |
| x 5 Trees - remediation replace 3 cubic meters soil per tree | |
| x 5 Trees - proposed alternative remediation (<i>optional</i>) | |
| x 10 Trees - no remediation | |
| x 10 Trees - remediation replace 3 cubic meters soil per tree | |
| x 10 Trees - proposed alternative remediation (<i>optional</i>) | |
| x 20 Trees - no remediation | |
| x 20 Trees - remediation replace 3 cubic meters soil per tree | |
| x 20 Trees - proposed alternative remediation (<i>optional</i>) | |

- i. Disclose any items, if applicable, that are not included within the proposed pricing
 - ii. Disclose all pricing assumptions made in the submitted proposal
 - iii. Describe proposed alternative remediation (*optional*).
- b) Submit a Schedule of Rates for Resources (labour, equipment, rentals, other) & Products / Materials (Trees, Planting Soil, Mulch, Staking Materials, other as necessary).

- c) The Proponent offers to supply to the City of Courtenay the goods/services contained in this RFP at the rates listed in the Schedule of Rates.
 - i. Please include rates for Resources at \$ / hour.
 - ii. Please include rates for Trees at \$ / 10 gallon pot size; rates for Planting Soil and Mulch at \$ / 1 cubic yard; rates for Staking Materials at \$/ 1 meter of ArborTie & \$ / Wood Stake.
 - iii) Please show the percentage mark-up included in the rates for Products / Materials.
- d) The proposed prices include and cover all duties, handling and transportation charges, environmental levies and all other charges incidental to and forming part of this proposal.

6.0 ALTERNATE PROPOSAL OR INNOVATIONS

- a) Provide detailed description(s) of any alternative goods or services available to achieve the scope of work and deliverables described within this RFP. Any alternatives offered must be provided as a separate proposal as stated in Instructions to Proponents, Section 8.

7.0 AGREEMENT

- a) The successful proponent will be required to enter into a formal agreement with the City, refer to Appendix-C.
-

SECTION II INSTRUCTIONS TO PROPONENTS

1. An electronic submission of the proposal in .pdf format must be submitted to purchasing@courtenay.ca no later than 2:00pm local time Monday August 31, 2020 (the RFP Closing Date).

The email subject line shall read “**R20-13 Parks Tree Planting Services**”.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses may be rejected by the City of Courtenay. All proposals must be signed by an authorized Proponent representative.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

2. **Questions are to be submitted in writing within 2 business days of the RFP Closing Date quoting the RFP name, number, and sent to email purchasing@courtenay.ca.**

Bernd Guderjahn, Manager of Purchasing
City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

3. Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Proposals will not be opened in public.

4. No Obligation to Proceed

a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the product, service or project.

b) The City reserves the right to accept or reject all or part of the proposal, however the City is not precluded from negotiating with the successful Proponent to modify its proposal to best suit the needs of the City.

c) The City reserves the right to reject, at the City's sole discretion, any or all proposals if the proposal is either incomplete, obscure, irregular or unrealistic.

d) Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with Federal, Provincial and Municipal legislation.

e) The City reserves the right to accept or reject a proposal where only one proposal is received.

5. Cost of Preparation

Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.

6. Confidentiality and Freedom of Information and Protection of Privacy Act

The proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can't guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

7. Irrevocability of Proposals

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of 60 days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

8. Alternate Proposals

If an alternate solution is offered, the information shall be submitted in the format requested as a separate proposal.

9. Pricing

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

10. Sub-Contracting

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City.

11. Limitation of Damages

The Proponent, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Proponent. By submitting a proposal the Proponent agrees to all terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal. The Proponent is responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal.

12. Cancellation of RFP

The City reserves the right to cancel this RFP at any time.

13. Accuracy of Information

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

14. Cancellation of Contract

The City reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 30 days written notice to the successful Proponent of such termination and the successful Proponent will have not rights or claims against the City with respect to such termination. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the successful Proponent for damages for breach of contract.

15. Default

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 15(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 15(b) or 15(c) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

16. Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

17. Business License and Permits

The successful Proponent shall be responsible for acquiring and payment for all required licenses, permits and approvals from authorities having jurisdiction, for the performance of the work.

The successful Proponent shall be responsible to acquire and maintain a valid City of Courtenay or Vancouver Island Inter-Municipal Business License for the term of the Contract.

18. Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice.

19. Applicable Laws and Agreements

This RFP is subject to the terms and conditions of the Canadian Free Trade Agreement (CFTA), and the New West Partnership Trade Agreement, both inter-provincial trade agreements.

The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting from the proposal.

20. References

The Proponent shall provide a minimum three (3) references for similar work detailed in the Terms of Reference. Refer to 7.1.1(c) of the Terms of Reference.

21. Insurance

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) Commercial General Liability Insurance in an inclusive amount of not less than \$2,000,000 for each occurrence or accident. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.
- b) Motor Vehicle Insurance including Bodily Injury and Property Damage in an inclusive amount of not less than \$2,000,000 per accident per licensed motor vehicle used to carry out the work.
- c) Proof of WorkSafe BC registration, including proof of up to date assessment payments in the form of a WorkSafe BC Certificate of Compliance letter.

22. Corporate Climate Action Strategy Requirements

- a) The Government of BC Greenhouse Gas (GHG) Reporting Regulation (November 2009), mandates municipal facilities to report GHG emissions by facility and in addition, report GHG emissions by Contractors hired for new contracts and contract renewals. The City of Courtenay have prepared a GHG emissions guide and format for ease of use to report GHG emissions on behalf of the City.
- b) The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. To that end, evaluation of proposals for the delivery of products and services to the City will consider environmental performance as one of the evaluation criteria.

c) Anti-idling

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

23. Evaluation Overview and Criteria

- a) The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.
 - b) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.
 - c) The City reserves the right to award the contract to other than the lowest cost Proponent.
 - d) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.
-

- e) The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

| EVALUATION CATEGORY | Weighting | SCORE |
|--|-----------|-------|
| Company Overview incl. References & Crew Credentials | 20% | |
| Urban Forestry Knowledge - Tree Installation Practices | 15% | |
| Project Management Scenario | 15% | |
| Health & Safety plus Project Safe Work Plan | 30% | |
| Financial Cost to the City | 20% | |
| Total | 100% | |

| SCORE KEY | |
|-----------|--|
| 100 | Superior; Exceeds expectations, benchmark for operational excellence |
| 80 | Good; Meets expectations |
| 70 | Adequate; Meets most expectations |
| 50 | Unsatisfactory; Meets some expectations |
| 30 | Deficient; Misses most expectations |
| 0 | Substandard; Falls far below expectations, Did not attempt/achieve |

BID FORM

Completed all Proposal Response Requirements:

- | | |
|---|-----------|
| a) Company Overview including References and Crew Credentials | Yes or No |
| b) Urban Forestry Knowledge – Tree Installation Practices | Yes or No |
| c) Project Management Scenario | Yes or No |
| d) Health & Safety plus Project Safe Work Plan | Yes or No |
| e) Financial Cost to City (Pricing Scenarios & Schedule of Rates) | Yes or No |

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFQ including without limitation the Terms of Reference and Instructions to Proponents submit this bid in response to the RFQ.

This bid is offered by the Proponent this _____ day of _____, 20____.

Signature of Authorized Signatory

Print Name and Position of Signatory

SCHEDULE A DEFINITIONS

A. **Arborist Supervisor:** The person representing the interest of the City of Courtenay in the review and approval of the work and to serve as the contracting authority with the Contractor. The Arborist Supervisor may appoint other persons to review and approve any aspects of the work.

B. **Container Plant:** Plants that are grown in and/or are currently in a container including boxed trees.

C. **Defective Plant:** Any plant that fails to meet the plant quality requirement of this specification.

D. **Field Grown Trees (B&B):** Trees growing in field soil for at least 12 months prior to harvest.

E. **Final Acceptance:** When the Arborist Supervisor accepts that the plants and work in this section meet all the requirements.

F. **Forestry/Arborist Chip Mulch:** mulch from arborist pruning, hedging, tree removals, or other arborist activities that has been run through a brush chipper.

G. **Kinked Root:** A root within the root package that bends more than 90 degrees.

H. **Planting Bed Area:** for boulevard contexts, a square area bordered by sidewalk and roadway with sides equal to the distance between the sidewalk and roadway; for greenspace contexts a 250 cm diameter circular area (Tree Ring).

I. **Reasonable and Reasonably:** When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project. When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices. This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Arborist Supervisor shall determine when conditions are judged as reasonable.

J. **Root Ball:** The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

K. **Root Ball Package:** The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

L. **Root Collar (root crown, root flare, trunk flare, flare):** The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

M. **Stem:** The trunk of the tree.

N. **Stem Girdling Root:** Any root more than 0.6 cm diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk.

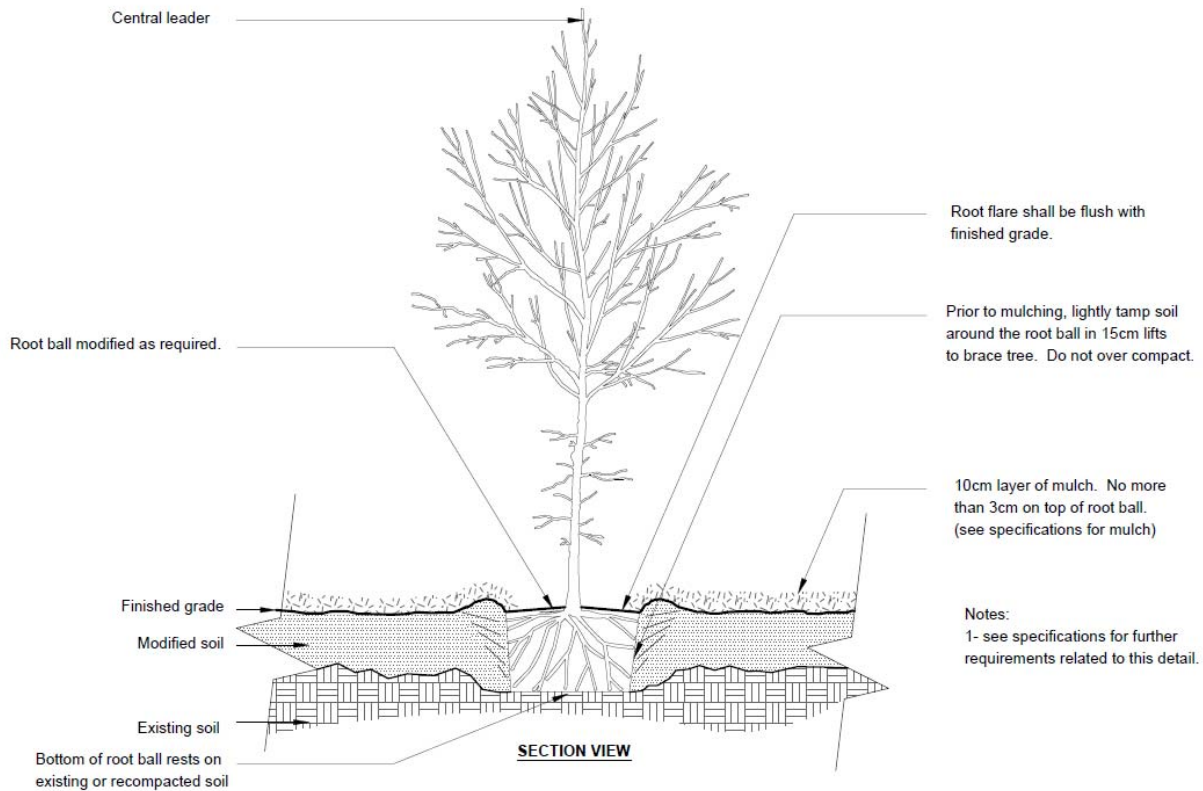
Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.

O. **Structural Root:** One of the largest roots emerging from the root collar.

P. **Tree:** Single and multi-stemmed plants with mature height approximately greater than 5 meters.

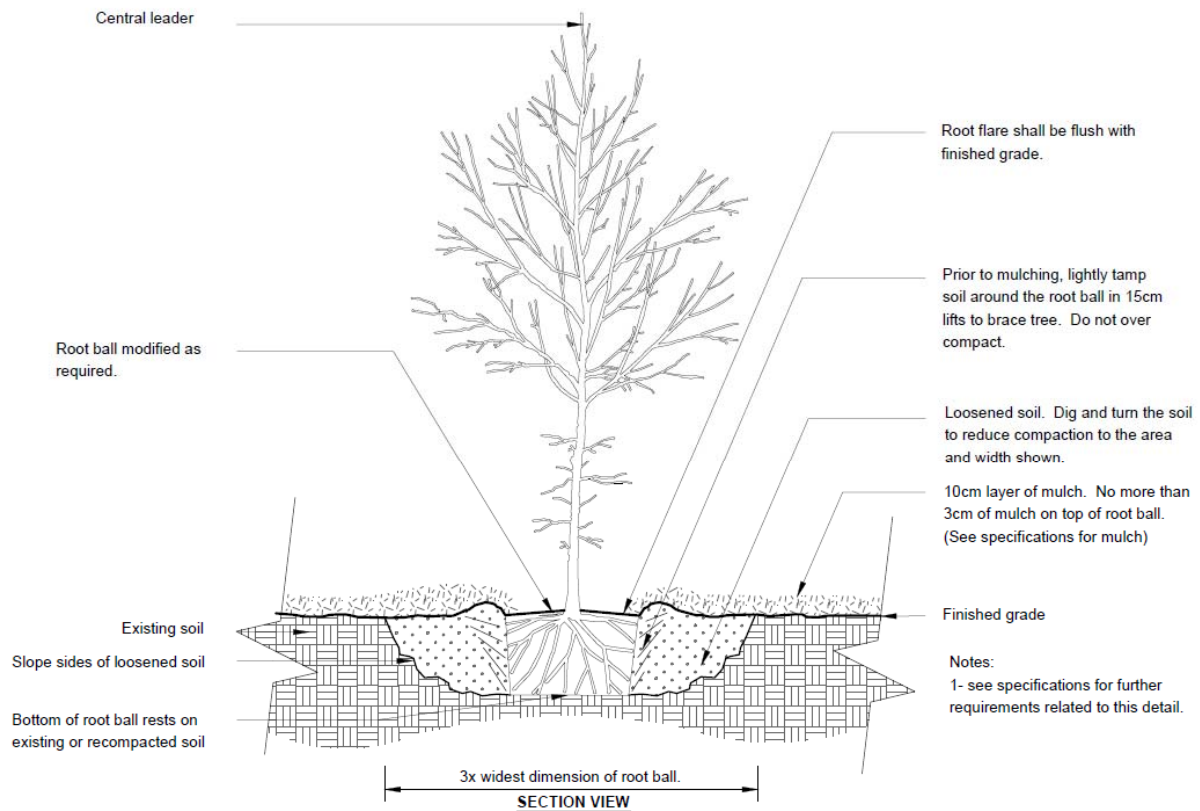
Q. **Tree Ring:** the Planting Bed Area for greenspace contexts, with diameter of 250 cm.

SCHEDULE B
CONSTRUCTION DRAWINGS



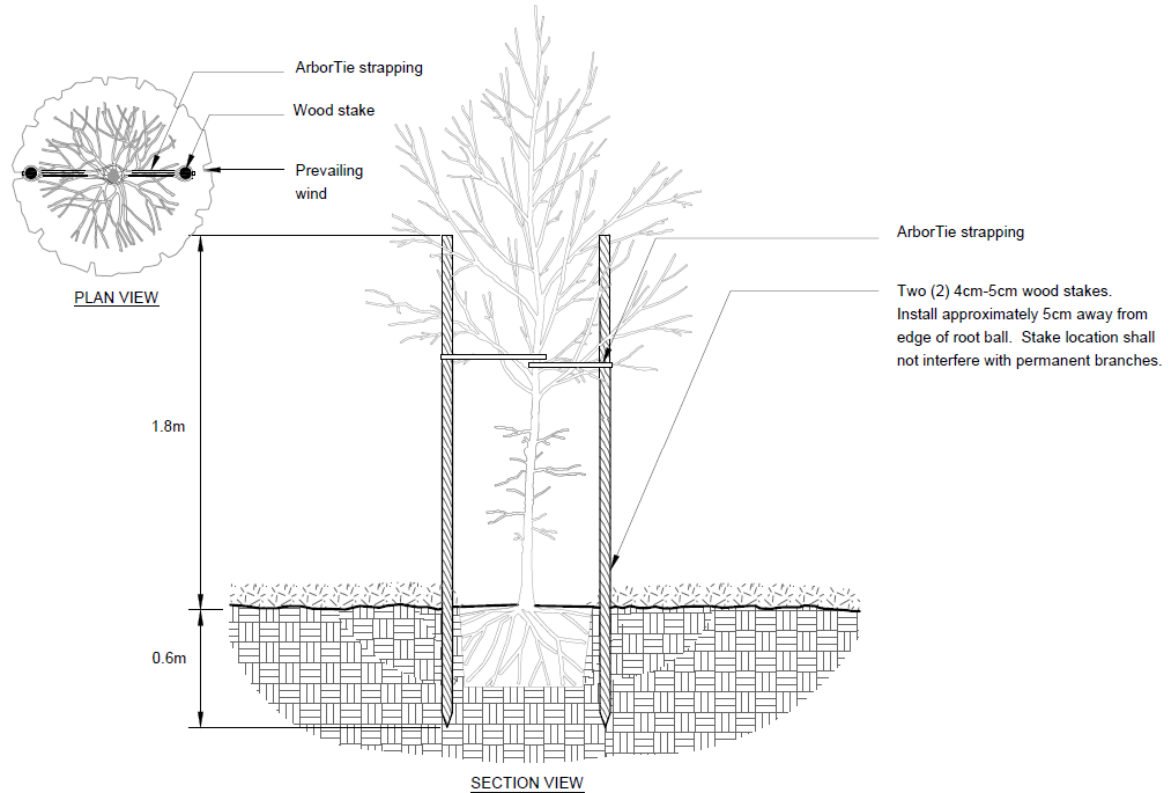
1.0

TREE (EXISTING SOIL MODIFIED)



2.0

TREE (EXISTING SOIL NOT MODIFIED)

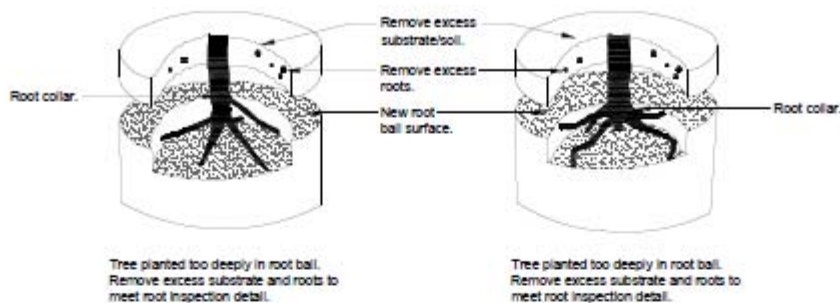


3.0

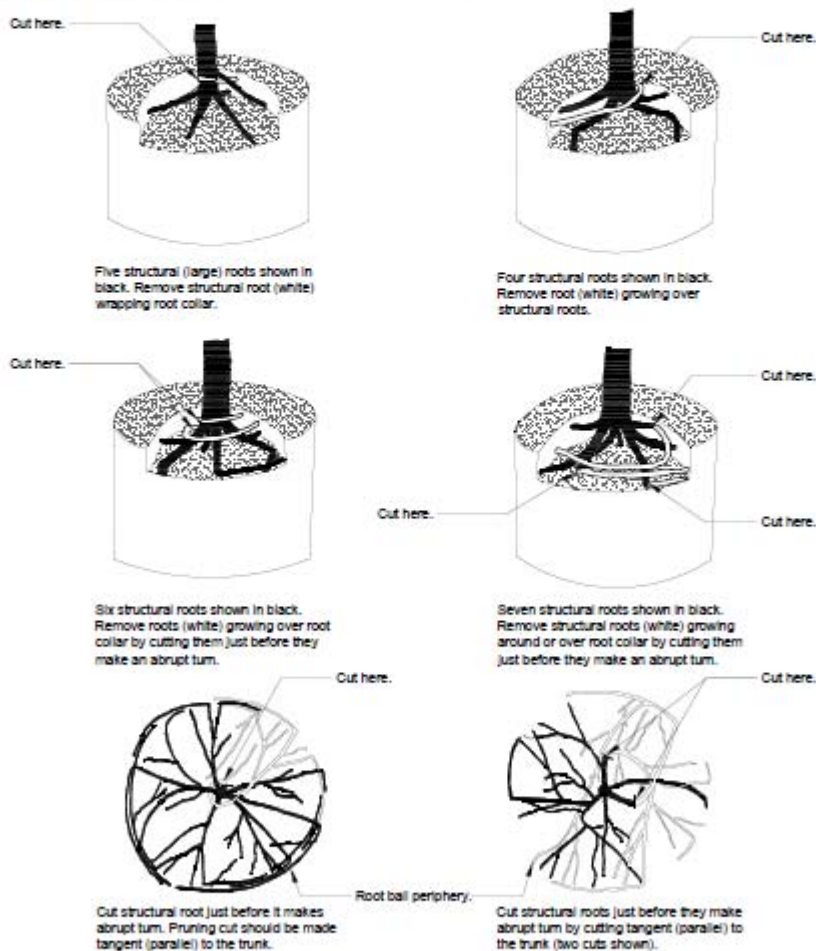
TREE STAKING - WOOD POLES (2)

© 2014
OPEN SOURCE FREE TO USE

Step 1 - Remove substrate over root collar.



Step 2 - Remove defects.



Notes:

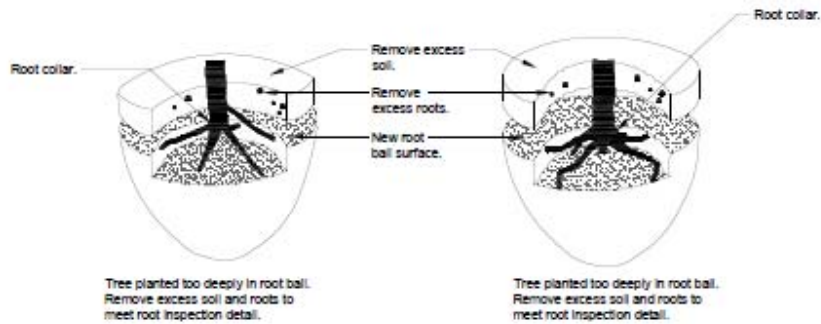
- 1- All trees are rejectable unless they undergo recommended correction.
- 2- First Step 1, then Step 2. Roots and soil may be removed during the correction process.
- 3- Trees shall meet root observations detail following correction.
- 4- Small roots (0.6cm or less) on the periphery of the root ball are common with container plant production. These small roots are not recognized as "defects" and can be addressed at the time of installation (See root ball shaving container detail).

4.0

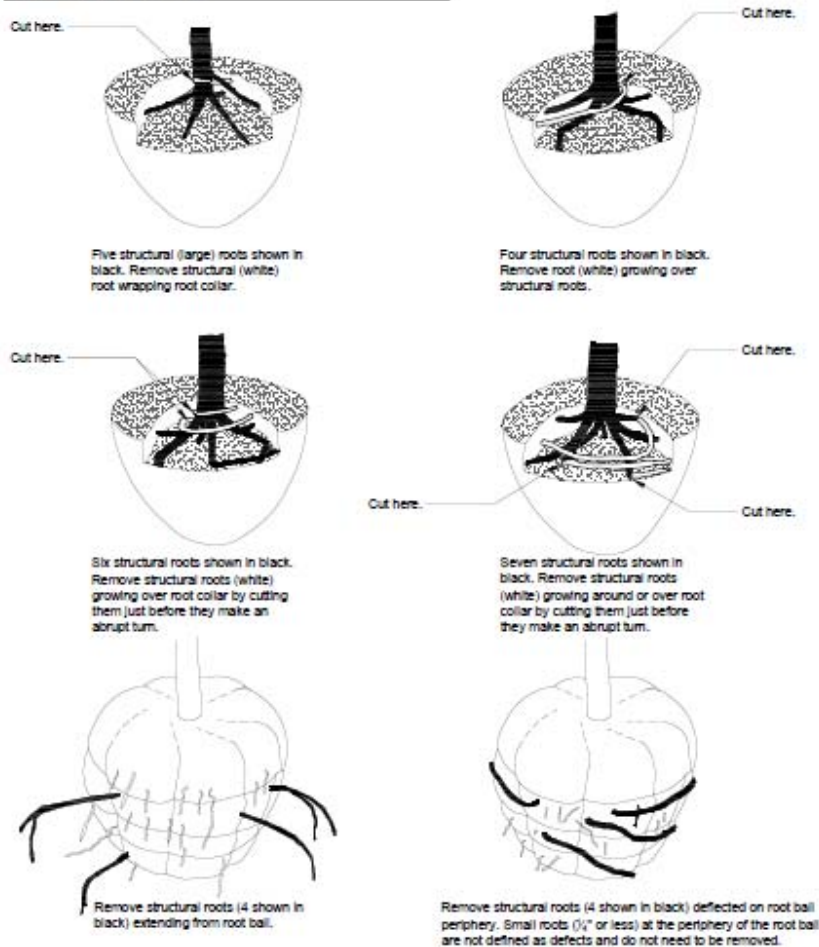
ROOT CORRECTION DETAIL - CONTAINER

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

Step 1 - Remove soil and roots over the root collar.



Step 2 - Remove defects.



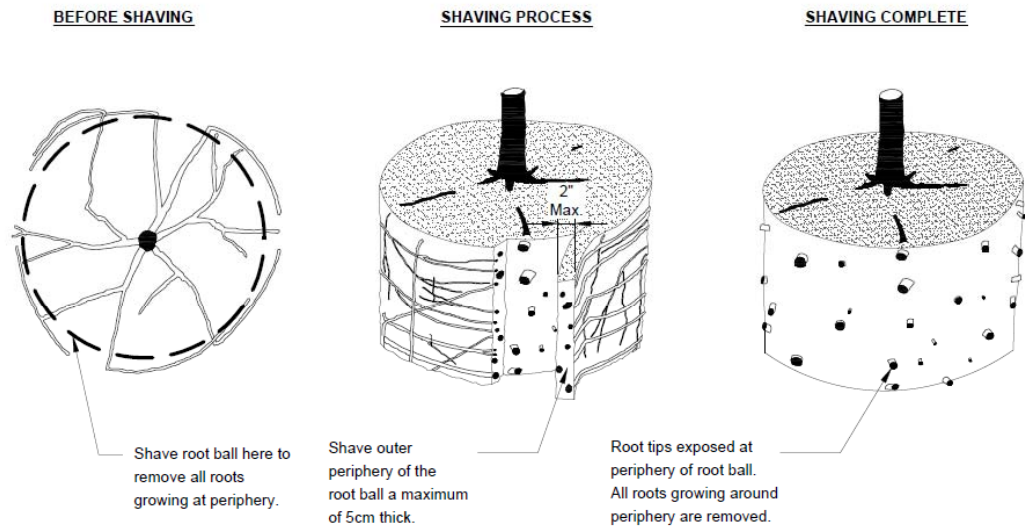
Notes:

- 1- All trees shown are rejectable unless they undergo recommended correction.
- 2- First Step 1, then Step 2. Adjust hole depth to allow for the removal of excess soil and roots over the root collar.
- 3- Roots and soil may be removed during the correction process.

5.0

ROOT CORRECTION DETAIL (B&B)

URBAN TREE FOUNDATION © 2014
OPEN SOURCE. FREE TO USE.

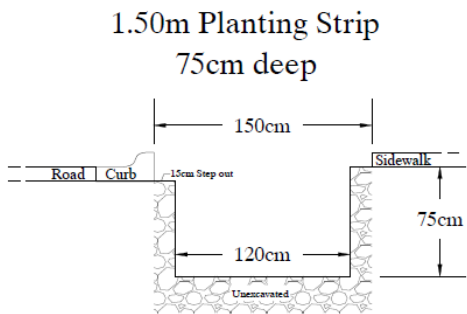


Notes:

- 1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of the root ball.
- 2- Shaving can be performed just prior to planting or after placing in hole.

6.0 ROOT BALL SHAVING - CONTAINER

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE



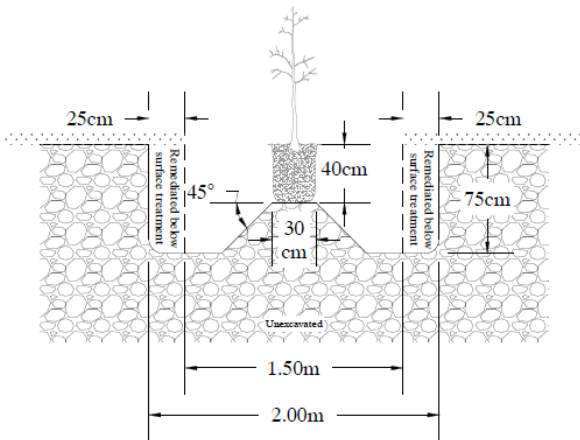
1.5m Wide Planting Strip

REVISIONS

| REV | DESCRIPTION | DATE | APPROVED |
|-----|---|------------|----------|
| 2 | MODIFIED TRENCH SHAPE, WIDTHS & LENGTHS | 2018-11-30 | APPROVED |

SECTION VIEW -PROFILE

Planting Bed Length = 2.0m



SECTION VIEW -LONGITUDINAL



"TITLE OF" AGREEMENT

THIS AGREEMENT made the **XX** day of **XX**, 2020.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue

Courtenay, B.C.

V9N 2J7

(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR

(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONTRACTOR'S SERVICES TO THE CITY

- 1.1 The Contractor shall provide and be fully responsible for the following services, description of work or services, (hereinafter called the "Work"):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated XX, (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City's bid opportunity XX (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
 - a) with the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) in accordance with current professional practices;
 - c) in conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. TERM OF CONTRACT & PERFORMANCE EVALUATION

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City's project representative.
- 2.2 All contacts and any applicable extensions, are subject to a performance evaluation to be conducted by the City either at the end of the project or annually, whichever is earliest.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement.
- 3.2 The Contractor shall submit detailed invoices each month. Each invoice will show the purchase order number XX, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted (email preferred) to:

City of Courtenay
Accounts Payable
830 Cliffe Avenue,

Courtenay, B.C. V9J 2N7
finance@courtenay.ca

- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour, material, equipment, overhead, financing, warranty work, and all other costs and expenses whatsoever incurred in completing the Work.
- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
 - a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned Vehicles, including Broad Form products and completed operations, shall name the

City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;

- b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;
 - c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
 - d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.
- 6.2 Should the Contractor hire a sub-contractor (pre-approved by the City) to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor has obtained insurance on the same terms as outlined in 7.1 above. Such insurance shall include the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Works; and
- b) All other permits and licenses necessary to carry out and complete the Works.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.
- 8.2 The Contractor shall provide a copy of the Contractor's Health & Safety Program and/or Safe Work procedure to the City prior to the commencement of the Work.
- 8.3 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement.
- 8.4 If the Contractor fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.
- 8.5 The Contractor may be designated the Prime Contractor by the City for the immediate and/or designated Work area. The Contractor shall complete, authorize and forward a

Prime Contractor Designation form to the City prior to the commencement of the Work.

- 8.6 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. DEFAULT AND TERMINATION

- 11.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Contractor is in default due to an insolvency event or the Contractor fails to perform any of the Contractor's obligations under this Agreement or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Contractor.
- 11.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:
- a) By written notice to the Contractor, require that the event of default be remedied within a time period specified in the notice;
 - b) Pursue any remedy or take any other action available to it at law or in equity; or
 - c) By written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.
- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.
- 11.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.
- 11.5 The payment by the City of the amount described in Section 11.4 discharges the City

from all liability to make payments to the Contractor under this Agreement.

12. NON-DISCLOSURE

- 12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.
- 12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. CONFLICT OF INTEREST

- 13.1 The Contractor agrees it will not provide any Work or Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.
- 13.2 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.
- 13.3 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

14. WARRANTIES

- 14.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.
- 14.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

15. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- 15.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.
- 15.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

16. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

- 16.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to conserve natural resources and to minimize negative impacts on the environment, while

retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

16.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

17. FORCE MAJEURE

17.1 Definitions relating to force majeure;

a) "Event of Force Majeure" means one of the following events:

- i) a natural disaster, fire, flood, storm, epidemic or power failure;
- ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
- iii) a strike (including illegal) work stoppage or slowdown) or lockout, or
- iv) a freight embargo.

If the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

17.2 Consequences of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 17.3.

17.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected

Party's obligations under this Agreement as soon as possible.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____