

THE CORPORATION OF THE TOWN OF COBOURG



**TENDER BID
CO-22-28 PRK
FALL TREE PLANTING**

RORY QUIGLEY
MANAGER –PARKS/ URBAN FORESTRY
TOWN OF COBOURG
RECREATION AND CULTURE



THE CORPORATION OF THE TOWN OF COBOURG

TENDER BID RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING TENDER BIDS.

**ALL TENDER BIDS MUST BE RECEIVED AT:
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
RFQ NUMBER:	CO-22-28 PRK
RFQ NAME:	FALL TREE PLANTING.
CLOSING DATE:	Monday October 17, 2022
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
RFQ RECEIPT:		
DATE:	TIME:	INITIALS:

<i>LEGISLATIVE SERVICES USE ONLY</i>			
RFQ OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)
Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
using the appropriate label or envelope as provided in bid package."

1. TENDER REQUIREMENTS:

- (a) Tenders will be received until 2:00 p.m. local time

Monday October 17, 2022.

- (b) Tender Bids shall be enclosed in a sealed envelope marked in the lower left-hand corner "TENDER BID No. CO-22-28, (FALL TREE PLANTING)" and be addressed to:

**55 King Street West
Cobourg, Ontario,
K9A 2M2**

***Due to these challenges conditions, will be asking that the Tenders be dropped off at the above address in a sealed envelope. If you need to make arrangements to drop it off please contact Eddie Cork.**

- (c) One copy of the forms provided shall be submitted and must be in the possession of the Manager of Parks or his duly authorized representative on or before the Tender closing date and time. **BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED.**
- (d) The Tender must be legible, written in ink or by typewriter with the unit price and other entries clearly shown. Tender's which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialed or irregularities of any kind may be rejected as informal or void.
- (e) Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization bidding.
- (f) The bid must not be restricted by a statement added to the tender form or a covering letter or alterations to the tender form provided by the Municipality (unless requested by the Municipality).
- (g) Adjustment by telephone, telegram or letter to a Tender Bid already submitted will not be considered. A bidder desiring to make an adjustment to a Tender Bid must withdraw the Tender Bid and/or supersede it with a later submission.
- (h) The Municipality reserves the right to reject any or all Tender Bids or to accept any Tender Bid should it be deemed to be in its best interest to do so. The Municipality reserves the right to award in whole or in part.
- (i) Tender Bids shall be open for acceptance for a period of 60 days after the closing

date. After this time, the Tender Bid may only be accepted with the consent of the successful bidder.

- (j) The Tender Bid form must be signed in the space(s) provided on the form, with the signatures of the bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders, and if the signing authority for both bidders is vested in one individual, he shall sign separately on behalf of each bidder. In the case of an incorporated company, the corporate seal must be affixed to the Tender Bid form.
- (k) Alternative proposals will not be considered unless requested in the Tender Bid documents.
- (l) All items in the Schedule of Prices must be bid and clearly indicated. In the event of an increase or decrease in the actual quantities, payment shall be made at the unit price bid for the item, provided that the total Tender Bid value is not increased or decreased by more than twenty-five percent (25%).

2. TENDER DEPOSIT:

N/A

3. ENQUIRIES DURING BIDDING:

All enquiries regarding the interpretation of the Tender Bid documents shall be directed to the Town of Cobourg, Urban Forestry Department Telephone: (905) 372-8641 x 4369

4. GOVERNMENTAL REQUIREMENTS:

The contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinance, Regulations, Orders-in-Council and By-laws which could in any way pertain to the work outlined in the Tender Bid or to the employees of the contractor.

5. OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO

- (a) The contractor shall be responsible for compliance with all Provisions, Regulations and Orders under the **Occupational Health & Safety Act** and in addition will meet not only the minimum standards prescribed under such Act, Regulations and Orders but will also meet all safety standards established by industry practice or any industry associations applicable to the industry of which the contractor is part.
- (b) The contractor acknowledges that the contractor's obligations relating to the **Occupational Health & Safety Act** and safety standards include the following:

- (i) an obligation to provide a safe work environment;
 - (ii) an obligation to educate and train all workers;
 - (iii) an obligation to provide its workers with written instructions for work procedures, especially for all dangerous types of work;
 - (iv) an obligation to have an Occupational Health & Safety Policy and ensure that this Health & Safety Policy is followed in the performance of all the work under the contract. It shall be an obligation of the contractor to follow its own Occupational Health & Safety Policy and provide a copy of its Health & Safety Policy to the owner as a part of the contract;
 - (v) an obligation to ensure that all of its subcontractors have an Occupational Health & Safety Policy in place, and it is followed on this project;
 - (vi) an obligation to take every reasonable precaution in the circumstance for the protection of its workers.
- (c) The contractor shall also be responsible for the actions of and ensure that all subcontractors comply with the provisions of the **Occupational Health & Safety Act** and the provisions of this contract which shall also be deemed to apply to any subcontractor of the contractor.
- (d) Any breach of the provisions of this agreement relating to the health and safety standards of the obligations under the **Occupational Health & Safety Act** or any Laws, Regulations or Orders made pursuant thereto shall be deemed to be a material breach under the terms of this agreement giving rise to an ability on the part of the owner to terminate the contract by the contractor for material default.
- (e) The contractor indemnifies and agrees to save harmless the owner from and against all claims, costs and damages of any nature and kind whatsoever brought as a result of the breach of the obligations of the contractor hereunder of any default or negligence of the contractor hereunder or under the provision of the **Occupational Health & Safety Act** and Regulations including legal costs on a solicitor and client basis, the cost of retaining and paying for expert witness, the cost of time lost for preparation and attendance at any legal proceedings, any costs associated with defending, paying and fines or other compensations under or dealing with any charges under the **Occupational Health & Safety Act** or Regulations.

6. INSURANCE CERTIFICATES

Liability Insurance Certificates and Workplace Safety & Insurance Board Clearance Certificates shall be provided at the signing of the contract.

6. FREEDOM OF INFORMATION AND PRIVACY ACT:

Information collected on this Tender Bid form is collected in accordance with the Corporation`s purchasing policy and will be used to determine the successful bidder. The information contained on the Tender Bid form is considered to be public information and is available for public viewing once the public opening of the Tender Bid documents has taken place.

7. HST:

Prices shown before tax; HST to be shown separate.

8. LIABILITY INSURANCE:

(a) The contractor shall supply a certified copy of the contractor`s policy of insurance, naming the Corporation of the Town of Cobourg as one of the insured parties and to cover the work to the date of completion, such insurance to be non-cancellable for the insurer as against the Municipality during the term of agreement, for at least the following limits:

- (i) Comprehensive liability insurance providing personal injury limits of at least \$5,000,000.00 inclusive in any one accident and for property damage of at least \$5,000,000.00 inclusive in any one accident.
- (ii) Insurance as in (i) for licensed motor vehicles owned by or operated on behalf of the contractor.

(b) The contractor agrees to indemnify and save harmless the Town of Cobourg from all manner of action, causes of action, claims or demands for or by reason of or in any way arising out the works performed pursuant to this agreement.

9. PUBLIC PROTECTION:

The contractor shall provide all protection necessary for the public in the performance of this work, including the supply and erection of proper signs, barricades and adequate warning lights as may be required for the protection of the public either day or night.

10. COMMENCEMENT AND COMPLETION DATES:

The successful contractor, after being notified that his Tender Bid has been accepted, shall diligently prosecute his work to completion prior to Tuesday December 6th, 2022. The Contractor is to provide proof of W.S.I.B. in good standing at this time. Time is of the essence of this contract. Failure to complete the works by Tuesday December 6th, 2022, will result in the Town of Cobourg cashing the certified cheque and revoking the award of the Tender Bid.

11. BIDDER TO INVESTIGATE:

Bidders must satisfy themselves by personal examination of the sites and by such other means as they may prefer as to the actual conditions and requirements of the work, so that the prices bid are commensurate with the nature of the work.

12. SUBCONTRACTING

The contractor is not permitted to subcontract any or all of the work without the prior written consent of the Corporation of the Town of Cobourg. Such consent shall be at the sole discretion of the Corporation of the Town of Cobourg.

List of Proposed Sub-Contractors:

I/We _____

Of _____

Propose to sublet the following portions of the Works to the sub-contractor listed hereunder, subject to the written approval of The Corporation of The Town of Cobourg.

- 1) Subcontractor's name and address:

Subcontractor's representative:

Type of work of Sublet: _____

Please provide 3 references on a separate piece of paper for each subcontractor and type of service provided to client by proposed subcontractor.

13. PAYMENT:

The contract will be paid 90% on completion, the other 10% to be retained for 45 days.

14. REJECTION OF Tender Bid

The Corporation of the Town of Cobourg reserves the right to accept or reject any or all tenders.

15. CONTACT PERSON

Questions relating to this request shall be directed to:

Eddie Cork

Arborist, Urban Forestry Department

Tel: 905-372-8641 x 4369

ecork@cobourg.ca

1. MATERIALS:

- (A) Surplus materials removed shall be disposed of by the contractor.
- (B) Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. All plants shall be symmetrical and of top specimen quality.
- (C) They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, free of disease, insects, eggs, or larvae, and shall have healthy well-developed root systems. They shall be free from physical damage or conditions that would prevent thriving growth.
- (D) Plants shall not be pruned before delivery. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, abrasion of bark, sun-scald, disfiguring knots, insect damage, or cuts of limbs over 3/4 inch in diameter not completely callused, will be rejected.
- (E) **Plants shall conform to measurements specified in the Tender Bid Plant list. Trees that are found to be undersized at time of inspection will not be accepted.** Plants larger than specified may be used if approved. Use of such plants shall not increase the contract price
- (F) Substitutions of plant materials will not be permitted unless authorized in writing by the Urban Forestry Department.
- (G) Wood chips shall be free of any materials injurious to plant growth.
- (H) Verification of any or all underground services prior to digging are the responsibility of the contractor.

PLANTING OPERATIONS:

- (A) Protect plants at all times from sun or winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet wood chips, or other acceptable material and be kept well watered. Plants shall not be bound with wire or rope at any time so to damage the bark or break branches. Plants shall be lifted and handled using suitable support on the ball to avoid damage to the ball. Plants should not remain unplanted longer than three days after delivery to site.
- (B) **The minimum size of the actual planting hole shall be two times the root ball diameter and three times the diameter in highly compacted soils.**

- (C) Set plants at same relationship to finished grade as they were to the ground when they were dug as well as plum.
- (D) **Cut and remove from the planting hole, ropes, strings and wrapping from the top ½ of the ball after plant has been set. Leave balance of wrapping intact around ball. All water repellent wrappings shall be removed from the ball. Remove at least to top half of the wire basket before backfilling.**
- (E) Backfill plant pits with native topsoil adding peat moss and the addition of quality topsoil where conditions warrant.
- (F) **Mulch using shredded bark or composted wood chips to a 75 mm thickness immediately after planting. Place mulch 100 mm away from the trunk to a radius of 1 metre.**
- (G) Water thoroughly all plants immediately after planting *and* a second watering one week following planting, notifying the Town when this is being done.
- (H) All trunk wrapping to be removed prior to inspection.
- (I) Town arborist to "spray paint" curb for location of new tree.

STAKING AND PRUNING

- (A) Stake trees with two *steel stakes* as shown on planting detail drawing. Hoses shall be suitable lengths or rubber hose at ¾ inch in diameter. Other tree stakes may be used if approved prior to staking.
- (B) Prune plants only at time of planting and according to standard Arboricultural practice to preserve the natural character of the plant. Use only clean, sharp tools.

MAINTENANCE

- (A) Maintenance shall begin immediately after each plant is planted and shall continue until acceptance.
- (B) Maintenance shall consist of pruning, watering, mulching, tightening, and repairing of guys and stakes, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays or other items as are necessary to keep the planting free of insects and disease and in thriving condition.
- (C) **Contractor to water and fertilize all trees in the first week of July 2023. Contractor to advise Town of Cobourg 24 hours prior to watering and fertilizing.**

ACCEPTANCE:

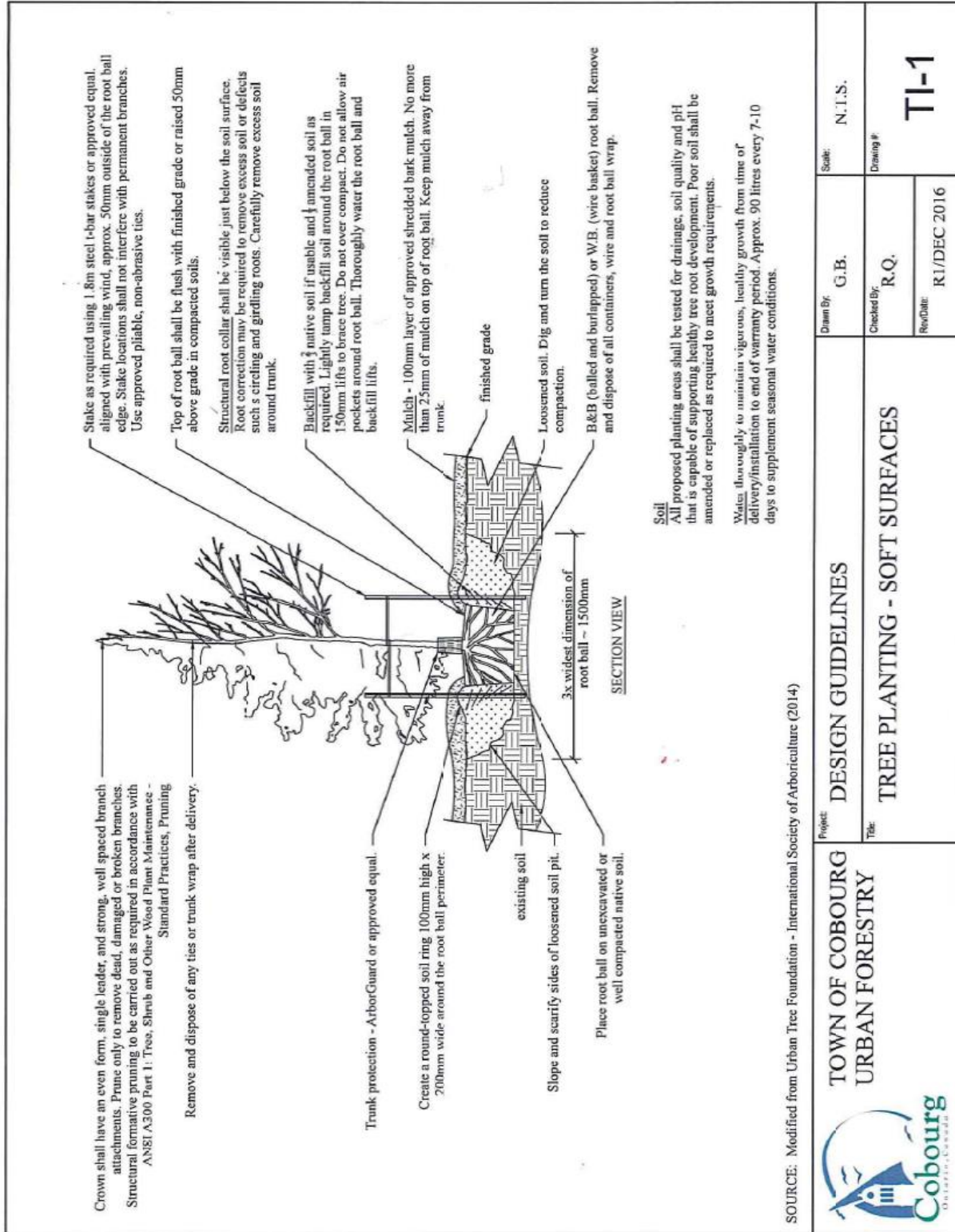
- (A) Acceptance of plant material by the Municipality shall be for general conformance to specified size, quantity, and quality, and shall not relieve the contractor or responsibility for full conformance to the contract documents including correct species.
- (B) Upon completion and re-inspection of all repairs or renewals necessary in the judgement of the Municipality, the Municipality shall certify in writing as to the acceptance of the work.

GUARANTEE PERIOD AND REPLACEMENTS:


- (A) The guarantee period for trees and shrubs shall begin at the date of acceptance.
- (B) All plant material shall be guaranteed by the contractor for a period of one year from the date of acceptance to be in good, healthy, and flourishing condition.
- (C) The contractor shall replace, without cost, and as soon as weather conditions permit, all plants determined dead, during and at the end of the guarantee period. Plants shall be free of dead or dying branches and branch tips and shall bear foliage of a normal density, size and colour. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
- (D) The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the Corporation may elect subsequent replacement or credit for each item.
- (E) The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program, including watering.

FINAL INSPECTION AND FINAL ACCEPTANCE:

- (A) At the end of the guarantee period, the Municipality will inspect all guaranteed work for final acceptance.
- (B) Upon completion and re-inspection of all repairs or renewals necessary in the judgement of the Municipality at the time, the Municipality shall certify in writing as to the final acceptance of the project.



SOURCE: Modified from Urban Tree Foundation - International Society of Arboriculture (2014)

 <p>TOWN OF COBOURG URBAN FORESTRY</p>	<p>Project: DESIGN GUIDELINES</p>		<p>Drawn By: G.B.</p>	<p>Scale: N.T.S.</p>
	<p>Title: TREE PLANTING - SOFT SURFACES</p>		<p>Checked By: R.Q.</p>	<p>Drawing #: TI-1</p>
			<p>Rev/Date: R1/DEC 2016</p>	

To the Corporation of the Town of Cobourg, hereinafter called the Corporation and/or "Municipality".

By: _____
(Name of Firm or Individual Tendering)

Address _____

Postal Code: _____ Tel No: _____ Fax No: _____ Mobile No: _____

(Name of Person Signing for Firm)

(Position of Person Signing for Firm)

I/We, the undersigned, having carefully examined, understood and accepted the Provisions and Specifications attached hereto, or described or referred to herein, each and all of which forms part of this tender, hereby offer to furnish all machinery, tools, labour, apparatus, furnish all materials except as otherwise specified in the tender, and to complete the work in strict accordance with this aid Provision and Specification for the prices set forth in this Tender Bid.

I/We hereby agree that notification of acceptance of this tender shall be in writing and may be sent by prepaid post addressed to the contractor at the address contained in this tender, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

I/We hereby submit the following information as part of the Tender Bid:

Name and Address of _____
Banking Firm: _____

Last Contract for _____
(Name of Owner)

(Contact Person)

(Address)

(Telephone)

Offered on behalf of the Contractor

Accepted on behalf of the Corporation
of the Town of Cobourg

Contractor

Director of Community Services Division

Address

Dated

Dated

Signature or Seal

Witness

FALL TREE PLANTING

Supply, plant, stake, water, fertilize, service and guarantee for one year as per tree planting specifications.

QUANTITY	SPECIES	SIZE	UNIT PRICE	TOTAL
6	<i>Amelanchier canadensis</i> Serviceberry	50 mm		
8	<i>Acer Saccharum</i> Sugar Maple	50 mm		
3	<i>Celtis occidentalis</i> Common Hackberry	50 mm		
2	<i>Gleditsia tricanthos</i> 'Shademaster' Shademaster Honey Locust	50 mm		
9	<i>Ginkgo Biloba</i> Ginkgo (male)	50 mm		
12	<i>Quercus rubra</i> Red Oak	50 mm		
4	<i>Quercus Macrocarpa</i> Bur Oak	50 mm		
4	<i>Quercus alba</i> White oak	50 mm		
3	<i>Fagus Sylvatica</i> European beech	50 mm		
7	<i>Pyrus Calleryana</i> 'Chanticleer' Chanticleer Ornamental Pear	50 mm		
3	<i>Liriodendron tulipifera</i> Tulip tree	50 mm		
3	<i>Aesculus glabra</i> Ohio Buckeye	50 mm		
3	<i>Gymnocladus Dioicus</i> "Espresso" Espresso Kentucky Coffee Tree	50 mm		
3	<i>Platanus acerifolia</i> "MortonCircle" Exclamation Plane tree	50 mm		
24	<i>Cercis canadensis</i> Eastern Redbud	50 mm		
13	<i>Ulmus americana</i> "Jefferson" Jefferson Elm	50 mm		
Total 107				
SUB-TOTAL (EXCLUDING G.S.T.)				
G.S.T.				
TOTAL PRICE OF CONTRACT CO-22-28 PRK				

PLANTING (Location Sheet)

FALL TREE PLANTING NO. CO-22-28 PRK

SPECIES	NUMBER/SIZE OF TREES	LOCATION	
Serviceberry (<i>Amelanchier.spp</i>)	50 mm – (6)	447 Harden Cres 197 Burke St 120 Ontario Street	124 Queen St 29 Coverdale Ave. (Peter Delanty park) 138 Bagot Street
Sugar Maple (<i>Acer saccharum</i>)	50 mm – (8)	545 Burnham St 110 Ontario St (2) 81 D’Arcy Street	158 Bay St (on Green St) 362 Henry St 348 Henry St(on JamesSt) 349 Cottesmore Ave
Common Hackberry (<i>Celtis occidentalis</i>)	50 mm – (3)	1141 Ashland Court	67 Ballantine Street Morley Cane Park (2)
Shademaster Honey Locust (<i>Gleditsia Tricanthos</i> “Shademaster”)	50 mm - (2)	1024 Division St (on Patterson St) (2)	
Ginkgo[male] (<i>Ginkgo biloba</i>)	50mm – (9)	Ontario St Bridge South of 401 269 William St 699 Munson Cres 823 Greenly Drive 247 Sutherland Crescent	55 King St W (on Albert St) (3) 159 University Ave W (on Ball St)
Red Oak (<i>Quercus rubra</i>)	50mm – (12)	169 Burnham St 128 Tremaine St (2) 751 Duncan Court 707 Munson Crescent 138 Bagot St (on Sydenham) 120 Ontario Street (2)	169 Henry Street 1145 Ashland Court 1144 Ashland Court 1136 Ashland Court
Bur Oak (<i>Quercus macrocarpa</i>)	50mm – (4)	165 Burnham St 515 Ewing St 169 Henry Street	435 D’Arcy St – Hyrdo Station
White Oak (<i>Quercus Alba</i>)	50mm – (4)	757 Ewing Street 734 Munson Crescent	94 East House Crescent 261 Ivey Crescent
European Beech (<i>Fagus sylvatica</i>)	50mm – (3)	219 Maher Street	1137 Ashland Court 1149 Ashland Court
Chanticleer Ornamental Pear (<i>Pyrus Calleryanna Chanticleer</i>)	50mm – (7)	648 Fisher Street 192 Burke Street (2) 927 Cornell Crescent	195 Queen Street (2) (on Henry St) 242 D’Arcy Street
Tulip Tree (<i>Liriodendron tulipifera</i>)	50mm – (3)	688 Ewing Street 120 Henry Street (on Bay Street)	189 Abbott Blvd
Ohio Buckeye (<i>Aesculus glabra</i>)	50 mm – (3)	437 Victoria Street	230 King Street West (2)

PLANTING (Location Sheet)

FALL TREE PLANTING NO.CO-22-28 PRK

SPECIES	NUMBER/SIZE OF TREES	LOCATION	
Espresso Kentucky Coffee Tree (Gymnocladus dioicus espresso)	50 mm – (3)	277 Sinclair Street (2)	1140 Ashland Court
Exclamation Plane Tree (Platanus acerifolia "Morton Circle")	50 mm – (3)	1145 Division Street (on Veronica St) (2)	624 D'Arcy Street
Eastern Red bud (Cercis canadensis)	50 mm – (24)	821 Leslie St (on Fisher St)(2) 703 Munson Crescent 746 Duncan Court 684 Ewing Street 559 Shirley Street 547 Sinclair Street 165 Burnham Street 47 Tremaine Terrace 48 Tremaine Terrace 166 Ontario Street 890 Fairbanks Road 912 Heenan Street	123 Queen Street 116 Chapel Street 217 Henry Street 371 Henry Street 367 Major Street 175 Abbott Blvd 133 Abbott Blvd 58 Bayview Crescent 254 Rollings Way 120 University Avenue East 446 Harden Crescent
Jefferson Elm (Ulmus americana 'Jefferson')	50 mm – (13)	665 Carlisle Street 536 Barbara Street 300 Tweed Street 182 Bagot Street 200 King Street West (2) 187 King Street West	67 Ballantine Street (Morley Cane Park)(2) 348 Henry Street 234 King Street East 390 King Street East (on Cottesmore Avenue) 749 William Street