

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-108

Being a by-law to authorize the signing of an Agreement for the Landscape Maintenance of the King's Navy Yard Park and other Municipal Facilities.

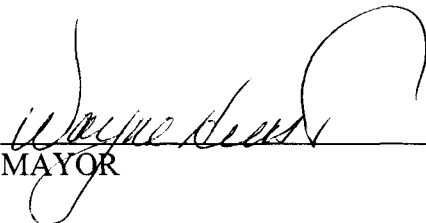
WHEREAS the Corporation of the Town of Amherstburg has a public passive park known as the King's Navy Yard Park, which park requires annual maintenance, along with other municipal facilities; and

WHEREAS Bruce Norris Consulting has agreed to maintain the Park and other municipal facilities for the year 2005, 2006 and 2007 for the amount of \$ 110,601.00 plus GST in 2005, and increased by 1.5% per annum for the years 2006 and 2007.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Agreement between the Corporation of the Town of Amherstburg and Bruce Norris Consulting to maintain the King's Navy Yard Park and other municipal facilities for the years 2005, 2006 and 2007, attached hereto and forming part of this by-law, be and the same is hereby approved.
2. That the Mayor and Clerk be authorized to execute the said Contract and affix the Corporate Seal thereto.
3. This By-law shall come into force and effect on the final passing hereof.

Finally passed this 14th day of February 2005.


MAYOR

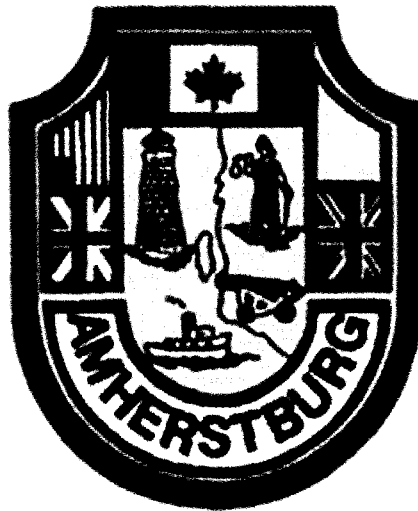

CLERK

1st Reading: February 14, 2005

2nd Reading: February 14, 2005

3rd Reading: February 14, 2005

**CONTRACT DOCUMENTS
FOR
2005, 2006, 2007 LANDSCAPE
MAINTENANCE PROGRAM
TOWN OF AMHERSTBURG**



Prepared by:
The Corporation of the Town of Amherstburg
Public Works Department
P.O. Box 159
512 Sandwich St. South
Amherstburg, Ontario
N9V 3R2

GENERAL INDEX
2005, 2006, 2007 LANDSCAPE MAINTENANCE CONTRACT
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-026

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TENDER FORM

2005, 2006, 2007 LANDSCAPE MAINTENANCE CONTRACT

TOWN OF AMHERSTBURG

CONTRACT PWD-WM-04-026

TO: Mayor Hurst and Municipal Council
 Corporation of the Town of Amherstburg
 Municipal Offices
 P.O. Box 159, 271 Sandwich Street South
 Amherstburg, Ontario N9V 2Z3

 I the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by the Amherstburg Public Works Department, hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Amherstburg Public Works Department for the sum of ----- One Hundred and eighteen thousand, three hundred and forty three DOLLARS -----and seven cents (\$ 118,343.07) including G.S.T.

- | | |
|---|----------------------------|
| A) Kings Navy Yard Park | \$ <u>76,000.00</u> |
| <ul style="list-style-type: none"> • Seasonal Flower planting and removal as required • Planting of Spring bulbs • Annual Flower planting and removal • Grass Cutting • Maintenance of shrubbery • Rhododendron bed maintenance by Fort Malden Horticultural Society • Placement and removal of winter burlap protection by Town forces. | |
| B) Seagram's Park | \$ <u>21,850.00</u> |
| <ul style="list-style-type: none"> • Flower planting and removal • Planting of Spring bulbs • Grass cutting • Maintenance of shrubbery • Rhododendron bed maintenance by Fort Malden Horticultural Society • Placement and removal of winter burlap protection by Town forces. | |
| C) Flower planters | \$ <u>2,750.00</u> |
| <ul style="list-style-type: none"> • 60 ± in Town core and McGregor area to be prepared, planted and maintained throughout the season • Removal of annual plantings and planter preparation for seasonal decorations | |
| D) Municipal Office | \$ <u>2,801.00</u> |
| <ul style="list-style-type: none"> • Flower planting and removal • Planting of Spring bulbs • Grass cutting • Maintenance of shrubbery | |

E) Amherstburg Public Library Building	\$ <u>2,700.00</u>
<ul style="list-style-type: none"> • Grass cutting • Maintenance of shrubbery • Rhododendron bed maintenance including <ul style="list-style-type: none"> ▪ Application of soil amendment ▪ Dead Heading ▪ Well watered in preparation for winter 	
F) Gibson Gallery	\$ <u>1,000.00</u>
<ul style="list-style-type: none"> • Maintenance of shrubbery - twice annually (East side and south side beds located on the south side of front sidewalk) 	
G) Police Station	\$ <u>1,500.00</u>
<ul style="list-style-type: none"> • Maintenance of shrubbery 	
H) North Brick Entrance Signs	\$ <u>1,000.00</u>
<ul style="list-style-type: none"> • Flower planting and removal • Maintenance of shrubbery 	
I) South Brick Entrance Signs	\$ <u>1,000.00</u>
<ul style="list-style-type: none"> • Flower planting and removal • Maintenance of shrubbery 	
SUB TOTAL FOR TENDER	\$ <u><u>110,601.00</u></u>
7% G.S.T. PAYABLE (ON ABOVE)	\$ <u><u>7,742.07</u></u>
TOTAL FOR TENDER (INCLUDING G.S.T.)*	\$ <u><u>118,343.07</u></u>

*Price to be carried to page T-1.

The Tenderer declares that this Tender is made without and connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respect, fair without collusion or fraud.

The Tenderer further agrees to leave this Tender open for acceptance for a period of 60 calendar days from the closing date of Tenders.

The Tenderer further agrees to enter into a Contract with the CORPORATION OF THE TOWN OF AMHERSTBURG for the above work within 10 days after the Contract is awarded.

It is understood that the CORPORATION OF THE TOWN OF AMHERSTBURG is not bound to accept the lowest, any or any particular bid. The criteria to be considered by the Municipality in awarding the contract will include a combination of price, scheduling, expertise, qualifications and such other conditions as may be determined by the Municipality to be in its own best interest. Additions, alterations, deletions or other irregularities in the bid form may. But will not necessarily result in the Municipality's rejection of the bid. The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Municipality by reason of the Municipality's rejection of its bid or of all bids.

Proof of Liability Insurance will be required before commencement of the work.

A Certificate of Good Standing from the Workplace Safety & Insurance Board will be required before commencement of the work and before final payment is made.

If the Tender is submitted by or on behalf of a Corporation, it must be duly signed in the name of such Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or partner.

The tender agrees to complete the works within the time to be known as the "Time of Completion."

TENDERED BY: BRUCE NORRIS CONSULTING

ADDRESS: 452 MOUNTBATTEN CR.

WINDSOR, ON

N8P 1W4

G.S.T. REGISTRATION NO. 14057 0615 RT0001

DATED AT _____ THIS 8th DAY OF November, 2004
as per Letter of Intent dated September 20, 2004

PAMELA D. NORRIS

BRUCE E. NORRIS

PAMELA D. NORRIS

Signature of Witness

[Signature]

Signature of Tender

AGREEMENT
2005 LANDSCAPE MAINTENANCE CONTRACT
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-026

THIS AGREEMENT made in triplicate this 8th day of NOVEMBER, 2004.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND
BRUCE NORRIS CONSULTING

(hereinafter called the Contractor) of the second part.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his *Letter of Intent* dated the

20th day of September, 2004,

And the Contract Documents (consisting of the General Conditions or Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of

One Hundred and eighteen thousand, three hundred and forty three DOLLARS -----and seven cents (\$ 118,343.07) including G.S.T.

3.0 CONTRACT VALUE

The Owner shall pay the Contractor in lawful money of Canada for the performance of the Contract, the sum of \$ 110,601.00 plus G.S.T. for the year 2005, subject to such additions and deductions as may properly be made under the terms of this Contract. The quantities contained in the Schedule of Quantities are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

The price for 2006 and 2007 shall be increased at a rate of 1.5 % per annum thereafter.

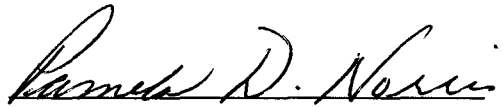
The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

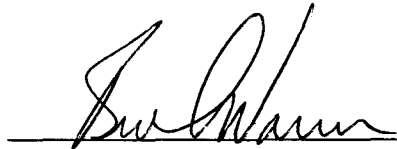
The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS AS TO SIGNATURE
OF CORPORATION

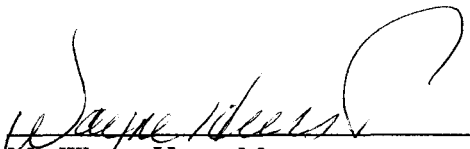

Contractor's Signature and Seal

Bruce Norris Consulting
Contractor's Name

452 Mountbatten Crescent
Windsor, Ontario
N8P 1W4
Contractor's Address

**CORPORATION OF THE TOWN
OF AMHERSTBURG**

WITNESS AS TO SIGNATURE
OF CORPORATION


Mr. Wayne Hurst, Mayor


Mr. David Mailloux, Clerk

INFORMATION TO TENDERERS
2005 LANDSCAPE MAINTENANCE CONTRACT
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-026

1.0 TENDERS

Tenders will be received by:

The Corporation of the Town of Amherstburg
Municipal Offices
271 Sandwich Street, P.O. Box 159
Amherstburg, Ontario N9V 2Z3

Up until the hour of:

NOT APPLICABLE

The complete Contract Document booklet, which includes the Form of Tender, which is to be completed, it to be submitted in the pre-labeled manila envelope, supplied with the Contract Document booklet.

Tenders received after the closing deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened. Fax submissions will not be accepted.

2.0 BID BOND WITH TENDERS

No Tender shall be considered as bona fide unless accompanied by a Certified Cheque or Bid Bond in the amount of 10% of the Tender value and made payable to the Corporation of the Town of Amherstburg. The Certified Cheque or Bid Bond of the unsuccessful Tenderers will be returned without interest upon execution of the Tender with the successful Tenderer.

The Certified Cheque or Bid Bond of the successful Tenderer will be retained as liquidated damages to indemnify the Owner in case of default until such time as the Contract is executed. All Certified Cheques or Bid Bonds will be returned without interest should a Contract not be executed within sixty (60) days of the date of closing of this Tender.

3.0 PERFORMANCE AND LABOUR & MATERIAL BONDS (NOT APPLICABLE)

The successful Tenderer with a Surety approved by the Owner, will be required to enter into and sign an approved Performance Bond jointly and severally with the Owner for the amount of one hundred percent (100%) of the Total Tender Price for due and proper fulfillment of the Tender and maintenance of the work for the duration period. The Maintenance period is to be twelve (12) months from the date of final completion and acceptance of the work. Individual members of the Tenderer's firm will not be accepted as sureties. The bond of a Guarantee Company approved by the Owner will be accepted.

The successful Tenderer will be required to furnish a Labour and Material Payment Bond in a form suitable to the Owner in the amount equal to one hundred percent (100%) of the Total Tender Price for payment of all labour and material used in the completion of the project. The dollar limit noted herein does not relieve the successful Tenderer from any and all obligations which he may have regarding the full payment of all labour and material used in the completion of the work.

4.0 EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS

Each Tenderer must visit the site and review the drawings and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submissions of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the Tenderers the general magnitude of the work.

5.0 AGREEMENT

Tenders will be received and contracts awarded only in the form of a unit price contract unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the drawings and specifications. The contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or re-letting due to his neglect or failure to prosecute the work satisfactory. Any such expense or damages may be deducted by the Municipality from the amount of the Contract or may be recovered by the municipality from the Contractor and his sureties.

6.0 PUBLIC LIABILITY INSURANCE

The Contractor covenants and agrees that he will carry public liability insurance for the operation of his equipment and the carrying out of his work under this contract to the extent of \$2,000,000.00

Within ten (10) days after the contract has been awarded to him, the Contractor shall furnish to the Clerk of the Municipality satisfactory evidence that he has insurance to cover risk and liability in accordance with the General Conditions for the period of the execution of the work.

It shall be a comprehensive liability insurance covering all operations and liability assumed under the Contract and it shall name the Town of Amherstburg and its officials as additional insured under the policy and shall also contain a cross liability and save harmless clause for the said Town of Amherstburg.

The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Municipality. Such copy of this policy is to be submitted to the Clerk of the Municipality prior to commencement of the work.

7.0 WORKPLACE SAFETY & INSURANCE

The Contractor will be required to submit to the Municipality, a Certificate of Good Standing from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

8.0 CONTRACTORS LIABILITY

The Contractor, his agents and all workmen or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

9.0 ONTARIO PROVINCIAL SALES TAX

The suggestions noted below are for the Tenderer's information in the matter of Ontario Sales Taxes. The successful Tenderer will be completely responsible for complying with all requirements regarding Ontario

Provincial Sales Tax and no subsequent claims will be allowed or payments made to the Tenderer by the Municipality with respect to any rebates for Ontario Provincial Sales Tax.

- a) Ontario Provincial Sales Tax on materials that enter into and form part of the works shall be included in the tendered unit prices, including ready mix concrete and hot or cold mix asphalt materials.
- b) Labour charges remaining exempt are:
 - 1) Installation of goods that become real property upon installation.
 - 2) Repair and maintenance of real property.
 - 3) Repair and maintenance of goods where replacement parts are not subject to tax.
 - 4) Repair or reconditioning of goods purchased for resale by vendors.

At the request of the Municipality the Contractor shall provide receipts showing the amount of taxes paid for all materials used on this project. Ontario Provincial Sales Tax rebates (where applicable) will be applied for and retained by the Municipality.

10.0 GOODS AND SERVICES TAX

The Contractor should be aware of his responsibility for payment to Revenue Canada of the Goods and Service Tax, which came into effect on January 1, 1991. The Contractor will be required to calculate and include the following in his Tender:

- a) Tender Price (not including G.S.T.)
- b) Total Tender Price (including 7% G.S.T.)

For the purpose of evaluating Tenders, Item (b) **must** be the Tender Price plus 7%. If a percentage other than 7% is added, the Tender will be assumed to be in error and will be corrected accordingly.

11.0 LIQUIDATED DAMAGES

Liquidated damages, consisting of additional cost incurred by the Municipality, may be charged to the Contractor if the work is not completed within the specified Time of Completion.

Additional cost incurred by the Municipality to inspect or re-check corrective work, resulting from incorrect work by the Contractor or work not accepted by the Manager of Public Services, may be charged to the Contractor.

12.0 CONTRACT IN FORCE

The Contractor shall:

- (a) Provide all the materials and perform all the work shown on the Drawings and described in the Specifications titled:

2005 LANDSCAPE MAINTENANCE CONTRACT

which have been signed in triplicate by both parties and attached to and forming part of this Contract;

- (b) Do and fulfill everything indicated by this Contract;

13.0 CONTRACT

The Specifications and Drawings, the Tender, and any Addenda to this Agreement, are all to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and it shall ensure to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

14.0 CONTRACT VALUE

a) Change In Quantities

Should the quantities of complete work of any individual item, having a value of 10 percent or more of the amount of the Contract as shown in the above mentioned schedule, vary 20 percent or more from the quantities stated in such schedule, either the Owner or the Contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.

b) Direction to Perform Extra Work

If the Owner orders in writing the performance of any work not covered or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be reached upon, then such work shall be performed on a Cost Plus Percentage Basis.

c) **Payment Method – Extra Work**

Extra work performed pursuant to 3.0 b) above for which no unit price, lump sum or other basis is agreed upon shall be performed on a Cost Percentage Basis of payment as set out below:

- (i) The cost of the work shall consist of:
- direct wages and salaries of workmen, equipment operators, foremen, superintendents, clerks and such other personnel, as may be specifically approved by the Owner, employed directly on the extra work at the site
 - cost of materials installed in or used in connection with the work excepting materials paid for under other provisions or supplied by the Owner and applicable sales taxes
- (ii) The Contractor shall keep daily records of time and materials expended on extra work which shall be checked and confirmed by the Owner at the time the extra work is performed. Records shall be supported by invoices, payroll records and other data necessary to substantiate the amounts for payment.

All accounts for extra work shall be subject to the approval of the Owner as applicable to the extra work.

15.0 EFFECTIVE TIME OF CONTRACT

All terms and conditions of this Contract shall be for a three (3) year period - 2005, 2006 and 2007.

16.0 TIME DEEMED TO BE ESSENCE OF CONTRACT

All work is to have commenced on the 1st day of April in the year(s) 2005, 2006 and 2007. Furthermore all work is to be substantially complete by the 30th day of November in the year(s) 2005, 2006 and 2007.

Time shall be deemed to be the essence of this Contract.

17.0 COMMUNICATION

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an Officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner At: Amherstburg Public Works Department
512 Sandwich Street South
P.O. Box 159
Amherstburg, Ontario
N9V 3R2

The Contractor At: Bruce Norris Consulting
452 Mountbatten Crescent
Windsor, Ontario
N8P1W4

18.0 PAYMENT SCHEDULE

The Owner shall pay on account thereof for the value of work, in eight equal payments, as follows:

- Payment No. One (1)Payment to be made on April 1st of each year
- Payment No. Two (2) to Seven (7) inclusiveEach payment to be made on the first day of each month
- Payment No. Eight (8).....On completion of the entire work, one day after all lien rights have expired,

The Owner shall receive, every three months, a Workplace Safety and Insurance Clearance Certificate given with the statement

a) Cost of Materials

The Town is to pay for materials delivered at the site at actual cost.

b) Incomplete Work

Notwithstanding the provisions contained in 1.0 above:

If on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum, until the uncompleted work is finished and such sum as will adequately protect the Owner against liens.

SPECIFICATIONS
2005 LANDSCAPE MAINTENANCE CONTRACT
TOWN OF AMHERSTBURG
CONTRACT PWD-WM-04-026

1.0 CONTRACTORS SUPERVISOR

The Contractor shall maintain a Supervisor whenever work is in progress. The Supervisor shall have experience of at least three years of horticulture in the type of work being carried out under this contract and capable of discussing work requirements with the Town personnel.

2.0 STUDENT WORKERS

Students are to be currently enrolled in a recognized horticulture course at school or a student of at least one year of experience in the type of work under this contract.

3.0 LENGTH OF CONTRACT

Time period shall run from April 1st through to November 30th each year for the years 2005, 2006 2007. The Town reserves the right to alter the dates of this agreement at their discretion.

4.0 SPRING AND COMMUNITY CLEANUP

All papers, sticks, stones and other debris that have accumulated in the park during the winter season are to be picked up and removed from the premises. This shall be the first priority of the contractor in April.

5.0 AERATING

Twice a year - June/July and September/October - the lawn area to be aerated with an approved piece of equipment that will remove core. When dry, these areas are to be broken up with a drag.

6.0 CUTTING LAWN

During the period from April 1st to November 30th each year.

To be cut weekly or as required to be authorized by Town exact frequency to be required to maintain an attractive appearance throughout the growing season.

Cutting to include early spring removal of miscellaneous sticks, stones, etc., accumulated over the winter.

In addition, general lawn clean-up to be done through the season prior to each cutting.

Cutting to include trimming around walks, concrete curbs, parking areas, trees, shrubs, benches, concrete pads, etc.

Grass not to be cut less than 2 1/2" in height and before it reaches 3 1/2" in height.

The discharge chute is to be kept away from all beds and sidewalks.

Mower for cutting grass to be kept with sharp blades for good clean grass cut.

7.0 LAWN FERTILIZING

SP-2

Fertilizing shall be applied to lawns at the following rate (timing) is approximate only and the Contractor shall use his judgment as to the best time of application. The attached Record of Application Sheet shall be completed and submitted to the Public Works after each application with a separate record for each respective site.

The Contractor must inform the owner prior to and immediately after fertilizing. . .

FARM FERTILIZER MUST NOT BE USED

First Fertilizing – Spring (April 1 – 25)

Eco 15-30-12, 50% PCU
Coverage 16,500 square feet
1% Magnesium & 1% Sulphur

Broadleaf Weed Control (Killex or Trillion or Par111)
58mL/100sq metres (once annually at Owner's discretion)

Second Fertilizing – Summer (June 15 – 30)

Eco 25-5-15, 60% PCU
Coverage 13,750 square feet

Third Fertilizing (July 30 - August 15)

Milorganite 21-0-0 regular Prill
Coverage 11,550 square feet

Fourth Fertilizing – Fall (October 15 – 30)

Eco 8-15-30, 40% PCU
Coverage 16,500 square feet
1% Iron & 1% Magnesium

Broadleaf Weed Control (Killex or Trillion or Par111)
58mL/100 sq metres (once annually at Owner's discretion)

8.0 TREE FERTILIZING

Deciduous and coniferous trees to be fertilized in mid-spring with Jobe's tree food spikes. Each tree is to receive 3 Jobe's food spikes. Also at this time, all remaining tree guards should be able to be removed and this will be done at the request of the Town. This shall be done once a year in the fall.

9.0 FLOWER BED FERTILIZER

Milorganite 6-2-0 fertilizer will be used on all bed areas and to be applied at a rate of 25 lbs. per 1,000 square feet. This fertilizer is to be lightly incorporated into the soil. This shall be done once a year approximately at the end of May.

10.0 WEED SPRAYING

Weed killer shall be applied in Spring and Summer and/or any other time required using the mixer of 24D, MCPD and DICAMBA (or equivalent). The application of Weed Killers must be so regulated and times as to be effective against all weeds appreciably injuring the grass, shrubs and trees. It must be effective through the entire growing season.

Please Note: Care must be taken that no spray is put on cars or foliage outside lawn areas. The spray must not constitute a fire hazard.

Contractor must show proof of liability insurance during the life of the contract showing the Town of Amherstburg as being insured as well as the Exterminator Licence from the MOE.

11.0 SIDEWALK SPRAYING

All sidewalks, parking lots, etc., shall be soil sterilized when necessary so as to prevent any vegetation growth. This soil sterilant will also be applied by a licenced applicator. This operation will be carried out in mid-June when temperatures are right, between 60 to 80 degrees, for chemicals to properly work.

All persons applying weed control chemical in the employ of the Contractor or any sub-contractor and/or other person contracting to do the whole or any part of the work set out within the terms of this contract shall be knowledgeable regarding the latest editions of the Canadian Hazard Form of Construction Contract issue in compliance with the Workplace Safety and Insurance Act, R.S.O. 1997 and Regulations along with other pertinent safety rules and regulations relative to the current WHMIS Legislation.

12.0 GRASS, BED AND TREE SPRAYING

a) Fungicide and Insecticide for Grass Areas and Flower Beds

Fungicide spray applications to be applied as necessary.

b) Tree Spraying

Trees to include deciduous and coniferous to be sprayed as required.

13.0 FLOWER BEDS CLEAN UP

Work up ground in flower bed area, planter containers, etc. Take away any dead plant material, edge beds running along grass areas. Maintain all beds in a professional manner so as to give a neat and clean appearance. This work to be done during the maintenance period from April 1st to November 30th per annum.

14.0 RHODODENDRON AND AZALEA BED MAINTENANCE AT PUBLIC LIBRARY

Soil Amendment shall be performed twice per season. The first application to be in the Spring prior to the rhododendron blooming. The second application shall be made in the Fall after blooming but prior to freeze up.

Dead heading of rhododendrons shall be performed within two weeks of spring blooming.

Rhododendron and azalea beds to be well watered prior to winter.

Rhododendron and azalea beds to be protected with burlap prior to the winter. Placement and removal of burlap will be by the Town's forces.

15.0 WATERING

Watering shall be done to all turf areas as well as shrub and flower bed areas. Heavy watering of trees and shrub beds will be done just prior to fall freeze up of ground. Lawn areas will receive enough water so that all lawn areas will have at least 1 inch of water per week.

When watering, sufficient water shall be applied at one time so as to soak the ground so that grass roots and rhizomes will reach down for moisture and not at the surface. The underground water irrigation system shall be supplied and maintained by the Town. The Contractor shall perform daily visual inspections and report to the Public Works of any issues with respect to the system.

Hoses and sprinklers shall be supplied and maintained by the Contractor for all areas where the irrigation system does not reach.

16.0 FALL MAINTENANCE

All leaves shall be raked weekly off the lawn areas at a minimum, and more often as required up to and including daily raking at such sites as the Town Hall. Annuals shall be removed from beds to prepare for winter. Fall bulbs shall be planted in October.

17.0 SPRING BULB PLANTING

All bulbs are to be purchased by the Town, as directed by the Public Works and in accordance to a planting scheme as approved by the Parks Committee.

Spring bulbs, approximately 6500 in total, are to be planted in the Town Hall, Kings Navy Yard Park and Seagrams Park.

Perennial bulbs, after dying, are to be cut back. All bulb areas are to be planted with annuals in late May. Annuals shall be watered and flower heads removed as they die to encourage new flower growth. Flower plantings will be arranged between the Contractor and Town's Manager of Public Services.

18.0 MULCH

Organic mulch will be purchased and supplied to the sites by the Public Works at a convenient location. The Contractor shall add sufficient material to all flower and shrub beds to provide a covering of at least 3 inches. The Contractor shall replace or add fresh bark mulch throughout beds of the various sites when required and as directed by the Public Works.

19.0 PLANTERS

The Contractor shall plant the flowers and plants at the various sites included in this Contract, as well as, the Planters located throughout the Business Core and McGregor areas and furthermore shall maintain them as required throughout the term of this agreement. Maintenance will consist of trimming rampant growth and weeding twice annually. Watering and fertilizing to be done by the Public Works forces.

20.0 DISPOSAL OF GARBAGE

Garbage shall be picked up off the lawn areas daily or as often as is necessary to keep a neat appearance. All garbage to be deposited in receptacle provided by the Town of Amherstburg.

21.0 COST OF HYDRO AND WATER

Electrical and water service is provided on site by the owner to facilitate and the maintenance of the Park by the Contractor.

22.0 STORAGE OF CONTRACTOR'S EQUIPMENT

Storage space for maintenance tools and small maintenance equipment is available on site within the Park's Privy Building.

23.0 ITEMS SUPPLIED BY TOWN

All materials described such as top soil, fresh bark, bulbs, flowers, trees, shrubs, etc. will be supplied by the Town when required and as authorized by the Town's Manager of Public Services.

24.0 ITEMS SUPPLIED BY CONTRACTOR

Tools and equipment are to be supplied by the Contractor. Fertilizer, weed killer, insecticide, fungicide, dormant oil spray and their application shall be supplied and completed by the contractor as part of the Lump Sum Price of the Contract.

25.0 PAYMENT FOR EXTRA HOURLY WORK

The Contractor shall provide an hourly rate of labour to be used for extra work that the Public Works Department may request from time to time. \$_____ / hour

26.0 MONTHLY SCHEDULE

The Contractor shall provide the Public Works Department with a monthly schedule describing the maintenance activity for the upcoming month.

27.0 DUTY TO REPORT VANDALISM

The Contractor shall report any damages or vandalism immediately to the Public Works Department and the Police Department as necessary.

28.0 REQUIREMENTS OF CONTRACTOR

a) Qualifications

The Contractor shall supply landscape students or qualified landscapers for the length of the Contract as per Item 3.0 of Specifications, to perform all work necessary as defined in the contract.

b) Maintenance of Park Privy

A Private Maintenance Contractor shall take care of the regular weekly maintenance at the King's Navy Yard Waterfront Park including:

- Daily opening and closing of the privy
- Weekly thorough maintenance of the facility including washing of floors and walls
- Maintain supply of toilet paper, soap and paper towels at the facility as supplied by the Town.

The Landscape Contractor shall further maintain the Privy by means of daily visual inspections including the following:

- Opening of privy during the week for the duration of the season
- Keep lavatories, stalls and cell interiors clean and sanitary at all times. This will require daily visual inspections and cleaning as required during the months of the contract.
- Maintain an adequate supply of toilet paper, soap and paper towels by means of restocking as required in the facilities.
- Check all plumbing for leaks or faulty operation and report at once to the Public Works Department.
- Maintain proper lighting.

c) Disposal of Trash and Park Debris

All the garbage within the various sites must be removed and placed in the designated dumpster provided by the Town. Where a dumpster enclosure exists the Contractor shall take care that it is locked to ensure use by the Contractor's staff only. Where a dedicated dumpster is full the Contractor shall call the Garbage Disposal Contractor promptly to have it emptied. Trash generated on weekends by Special Events will be picked up by Town forces.

d) Weekly Reports

The Contractor shall provide a report on the Forms provided for qualified landscapers and/or landscape students to the Public Works Department on a weekly basis.

e) **Required Documentation**

- i. **Insurance** A Certificate of Insurance for at least two million dollars for public liability and property damage, once the contract is awarded.

- ii. **WSIB Clearance** A Certificate of Clearance covering lawn maintenance from the Workplace Safety and Insurance Board every three months once the contract is awarded.

- iii. **Extermination Licence** Certificate of Licence to operate an extermination (pesticide and/or herbicide applications) business from the Ministry of the Environment of Ontario