



THE CORPORATION OF THE CITY OF NIAGARA FALLS

**REQUEST FOR QUOTATION
RFQ6-2019
CITY-WIDE ROADSIDE MOWING SERVICES**

SPECIAL PROVISIONS – SUPPLEMENTARY GENERAL CONDITIONS

General Requirements & Information

The following General Requirements should be considered as amendments and/or extensions to the Special Provisions - General, as listed in the Niagara Peninsula Standard Contract Document, latest revision.

The City shall, at its discretion, may reduce or increase the scope of the roadside grass mowing. There shall be NO COMPENSATION to the Contractor for any reduction in the contract value and scope.

1. The work involves the cutting of weeds and grass, but shall exclude raking and picking up or otherwise disposing of any vegetation. Roadside grass cuts will end at the fence lines or will be completed for number of swaths specified whichever is the lesser.

The above description is general only and shall not be construed as limiting the scope of the contract.

2. Any damage to lawns, driveways, etc. shall be repaired or replaced immediately by the contractor at their expense.
3. The Contractor shall protect and maintain all service crossings including but not limited to sanitary sewer laterals, water services, storm sewer leads, existing water/sewer mains, etc. All damaged services shall be repaired by the Contractor with no costs to the City/Region.
4. All activities must comply with the Ministry of Labour and the Occupational Health & Safety Act and Traffic Act.
5. Payment for each item listed in the Form of Quotation shall be made according to the unit rates specified in the Form of Quotation. It will be the responsibility of the Contractor to verify accuracy of the measurements and quantities shown on the Appendices'. Any area or road length that has not been mowed will accordingly be deducted from the total quantity when making payment. The City may increase or decrease the number of cuts in a given year without changing the Unit Rates.

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6. If the work is delayed by labour disputes, strikes or lock-outs including lock-outs decreed or recommended to its members by a recognized union organization, of which the Owner is a member or to which the Owner is otherwise bound, which are beyond the Owner's control, then the contract time shall be extended. In no case shall the extension of Contract Time be more than the time lost as the as the result of the event causing the delay, unless a longer extension is agreed to be the Owner. The Contract shall not be entitled to payment for standby time.
7. a) Roadside mowing shall be performed in such a manner as to leave a uniform appearance when completed. Weeds and grass shall be cut to a uniform height without pulling or tearing. Cutting bars shall be a minimum of 1.5 metres in width. All mowing shall be scheduled so that complete road sections between intersections are completed before moving to the next section.
- b) **Re-mowing When Requested:**
Upon request by the City, the Contractor must re-mow a section that has been mowed no longer than eight hours previously. The City will request a re-mowing of a section if the City determines that the mowed section is not adequately mowed or has been poorly mowed and does not meet the requirements of the City. No additional charges from the Contractor will be considered or accepted by the City due to a re-mowing request.
8. Any work that is conducted on a Saturday will not be considered as a Contract working day. Work on Saturdays will be subject to approval by the City's representative. Work on Sundays, holidays and after daylight hours is **not** permitted.
9. a) The Bidder shall list all available mowing equipment on Statement 'A' of the Form of Tender. The following list of suggested mowing equipment that has been used for previous contracts to ensure adequate completion of work:
- 4 wheel drive tractor with pull-type rotary mower with a 4.5m swath cut
 - 4 wheel drive tractor with a boom-arm mower with a 5m rach and a 4.5m swath cut
 - 4 wheel drive tractor with a side arm disc or sickle mower with a 1.5m swath cut.
- b) All equipment is to be inspected by the City's Road Manager or his designate. This inspection is not to be construed as an endorsement, and does not relieve the Contractor from liability for such equipment.
- c) The equipment offered shall be maintained in good working condition and comply with all regulations in force at any time for such equipment.
- d) Should the Contractor experience a breakdown, become inoperative, or if said equipment is removed from the site for any reason, the Contractor will arrange for suitable equipment replacement on the job site to complete the operations. As well the City's Road's Manager is to notified immediately.

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10. Should the Contractor fail to provide adequate equipment to carry out the work, or fail to carry out the required work as outlined in the documents, or fail to follow directions and instructions given for the proper execution of the work the City will have the right to terminate the Contract, and complete the remainder of the work by other means at the expense of said Contractor.