

**REQUEST FOR TENDER
2024-2026 Lawn Maintenance Services
WITH THE PROVISION OF YARD MAINTENANCE
ASSOCIATED WITH BY-LAW ENFORCEMENT**

RFT 03-24



ISSUE DATE: March 14, 2024

CLOSING DATE: March 27, 2024

CLOSING TIME: 11:00 AM, local time

**LOCATION: Municipality of Bayham
56169 Heritage Line
Straffordville, ON
Attention: Steve Adams
Manager of Public Works**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

NOTE: It is the Contractor's sole responsibility to ensure their submissions are received in a sealed enveloped clearly marked with RFT 03-24 – 2024-2026 Lawn Maintenance Services by the time and date specified within the document.

The Lowest or Any Bid Will Not Necessarily Be Accepted

**Municipality of Bayham
P.O. Box 160
56169 Heritage Line
Straffordville, ON
N0J 1Y0**

Company Name & Address:_____

Please return this cover sheet with your submission

1. GENERAL:

1.1 Lump Sum – Per Map – Per Cut Unit Price bids will be submitted on the tender form in a sealed envelope which shall be clearly marked 'RFT 03-24 – 2024-2026 Lawn Maintenance Services'.

1.2 The Municipality will award contracts to the successful bidder for each Map.

1.3 Tenders will be received at the office of:

Municipality of Bayham
56169 Heritage Line
Straffordville, ON

not later than **11:00 AM local time, March 27, 2024.**

1.4 The lowest or any bid not necessarily accepted.

1.5 Tenders will be opened publicly, shortly after 11:00 AM on March 27, 2024 at the Municipality of Bayham office at the address referenced above.

1.6 TENDER SUBMISSION REQUIREMENTS

1.6.1 To be placed in sealed envelope clearly marked 'RFT 03-24 – 2024-2026 Lawn Maintenance Services':

1.6.1.1 **COMPLETED FORM OF TENDER**

1.6.1.2 **CONTRACTOR'S EXPERIENCE FORM**

1.6.1.3 **CONTRACTOR'S EQUIPMENT FORM**

1.6.1.4 **SIGNED HEALTH AND SAFETY COMPLIANCE LETTER**

1.6.1.5 **WORKPLACE SAFETY INSURANCE BOARD CLEARANCE
CERTIFICATE**

2. SCOPE:

2.1 The scope of this contract is to select a Contractor(s) to provide lawn maintenance services as outlined within RFT 03-24 – 2024-2026 Lawn Maintenance Services and the required agreement.

2.2 Mowing of all turfed areas shall be performed on a regular basis to ensure grass does not exceed 4" in height. The grass is not to be cut to a height of less than 2".

2.3 All debris and branches shall be picked up prior to lawn maintenance services each cut.

2.4 Municipal grassed area along public roadways abutting the locations are included in this contract.

2.5 Trimming of grass adjacent to curbs, sidewalks, fences, trees, flower beds, benches, buildings, light standards, hydrants, etc. shall be done immediately after each mowing operation. At a minimum, one pass on both sides of all fences will be cut with a mower.

- 2.6 Edging of hedges and sidewalks shall be completed on a monthly basis so that these areas have a neat and well-maintained appearance.
- 2.7 All hard surfaces, which includes parking lots and sidewalks, must be swept clean each time the contractor is performing work on site.
- 2.8 Pruning for trees up to 16 feet in height shall consist of the removal of excess sucker growth, dead wood and interfering growth, the thinning of branches where necessary, clearing growth from buildings and the shaping of trees. All pruned branches of a diameter greater than 1 inch and all exposed wood or scars resulting from previous work damage shall be painted with approved tree wound paint. Trees and branches which are weak shall be cabled or braced in accordance with approved tree bracing methods. Timber, brush and all other debris resulting from this work shall be entirely removed from the lands and disposed of by the Contractor at his own expense on the same day trees are pruned.
- 2.9 Trimming, and removal of dead growth, of all hedges and shrubs shall be performed during June (evergreens), July, and September (deciduous) and vines are to be trimmed as required to present a neat appearance.
- 2.10 All fence lines and grassed areas, shall be cleared of weeds, debris and branches to each cut.
- 2.11 The Contractor shall weed and maintain all flower beds and gardens each cut.
- 2.12 The Municipality shall provide the Contractor with the appropriate keys to all locations.
- 2.13 The Municipality shall not pay for travel time between locations.
- 2.14 Provisional By-law Works must be conducted within 48 hours of written correspondence provided by the Manager of Public Works or the Municipal By-Law Enforcement Officer to the Contractor.
- 2.15 Submission of the Provisional By-law Works invoice must be provided to the Municipality following the completion of the corresponding maintenance works, not included within the monthly invoicing.

3. RIGHT TO ACCEPT OR REJECT TENDERS:

- 3.1 Tenders may be invalidated if the forms are not properly and fully completed. Tenders must be on the form provided. No substitutions will be considered. The Municipality will be the sole judge of such matters.

4. UNACCEPTABLE TENDERS:

- 4.1 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the sole judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected by the Municipality.

5. ABILITY AND EXPERIENCE OF BIDDER:

- 5.1 The Municipality reserves the right to reject the tender of any Contractor who does not furnish satisfactory evidence of sufficient equipment and experience to successfully execute and complete the work in the specified time.
- 5.2 As part of this Tender Package, Standard forms for listing experience at performing similar work have been included. Tenderers shall include the completed form with their submission of tender.

6. DEFINITION OF MUNICIPALITY:

- 6.1 Wherever the word "Corporation", "Municipality". or "Owner" appears in this contract, it shall be interpreted as meaning "The Corporation of the Municipality of Bayham".

7. PAYMENTS

- 7.1 The Municipality shall pay to the Contractor, subject to the provision of monthly invoices for the following properties, the total sum, payable in a Lump Sum – Per Map – Per Cut Unit Price for works completed in accordance with the contract.
- 7.2 The Municipality can be invoiced at:

Municipality of Bayham
56169 Heritage Line
PO Box 160
Straffordville, ON N0J 1Y0

8. INQUIRIES DURING TENDERING:

- 8.1 The Contractor is advised that inquiries regarding the interpretation of this document or specifications shall be directed to Steve Adams, Manager of Public Works, at (519) 866-5521 or by email sadams@bayham.on.ca

9. THE OCCUPATIONAL HEALTH AND SAFETY ACT:

- 9.1 The Contractor shall ensure compliance with the Occupational Health and Safety Act and indemnify the Municipality for any failure to do so.

10. LIABILITY INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:

- 10.1 The Contractor agrees to indemnify the Municipality and save it harmless from and against any and all claims, demands, loss, actions, damages, liability, and expenses, in connection with loss of life, personal injury, or damage to property arising from any occurrence on said lands howsoever such claims may arise, providing proof of liability insurance not less than \$5,000,000 prior to May 1, 2024 and that the insurance shall name the Municipality of Bayham as an additional insured.
- 10.2 The successful proponent shall comply with all Federal, Provincial, County and Municipal Legislation including, but not limited to environmental, Labour, Occupational Health and

Safety, Unemployment Insurance, Workplace Safety & Insurance Board, and Human Rights. The successful proponent shall be qualified to test portable fire extinguishers and fire alarms. The successful proponent shall provide the Municipality with a valid WSIB Certificate.

11. SCHEDULE OF WORK

MUNICIPAL PARKS AND FACILITIES

11.1 Commencing May 1st to October 31st, the Contractor shall conduct Lawn Maintenance Services. Equipment shall not be operated in the contracted areas prior to sunrise and must be off the area before sunset, on weekends, and/or during events that are held in the parks:

11.1.1 The Contractor shall generally conduct landscape services activities every ten (10) days.

11.1.1.1 The Municipality may permit weekly cuts in the spring, reducing cuts in the heat of the summer to a bi-weekly schedule arriving at a season average of one (1) cut every ten (10) days, subject to the approval of the Manager of Public Works.

11.1.1.2 The Municipality will not pay for more than 18 cuts on any map location in any season May 1-October 31. Additional cuts beyond 18 cuts may be approved in writing prior to the works occurring.

11.1.1.3 Should the Contractor perform more than 18 cuts on any map location without prior written municipal approval it shall be at the sole cost of the Contractor.

11.1.1.4 The Contractor must schedule with the Manager of Public works a set time for the property at 8354 Plank Rd. due to staff scheduling regarding vehicles.

11.1.2 The Manager of Public Works shall advise the Contractor of the date which landscape services activities may commence for the first time each year.

11.2 The Manager of Public Works shall have absolute, and unfettered, final discretion on work.

MUNICIPAL CEMETERIES

11.3 Commencing May 1st to October 31st, the Contractor shall conduct Lawn Maintenance Services. Equipment shall not be operated in the contracted areas prior to sunrise and must be off the area before sunset, on weekends, and/or during events that are held in the parks:

11.4.1 The contractor shall generally conduct Cemetery landscaping services not more than described in the Cemetery Location/Quantity chart below:

Cemetery Location/Quantity Chart

Cemetery	Address	Number of Cuts	Decoration Day
Best	54536 Best line	14	4 th Sunday in August
Firby	10968 Springerhill Road	14	
Old Richmond	54254 Heritage Line	14	
Old Eden	11318 Ridge Line	14	
Dobbie	56139 Green Line	14	
Light	55236 Light Line	14	4 th Sunday in August
Claus	57084 Calton Line	14	
Stanton	58180 Calton Line	14	
Edison	31 King St. East (Vienna)	14	
Estherville	54880 Glen Erie Line	14	2 nd Sunday in November
Otter Valley	56651 Tunnel Line	14	
Bayham West	53688 Heritage Line	14	4 th Sunday in August
Eden	56897 Eden Line	14	1 st Sunday in September
Smuck	55177 Jackson Line	14	3 rd Sunday in August
Straffordville	55939 Heritage Line	14	3 rd Sunday in August
Guysboro	57682 Heritage Line	14	4 th Sunday in August
Calton	6964 Richmond Road	12	3 rd Sunday in August

- 11.4.2 The Municipality will not pay for more than the cuts noted within Appendix 'B' at any location throughout the season, May 1-October 31. Additional cuts beyond the above-noted Chart may be approved in writing prior to the work occurring.
- 11.4.3 Should the Contractor perform more than the noted cuts approved in the above-noted chart on any location without prior written municipal approval it shall be at the sole cost of the Contractor.
- 11.4.4 All Cemeteries to be cut prior to Decoration Days - This should be part of the Cemetery Location/Quantity Chart for the subject cemeteries.
- 11.4.5 The Contractor should contact the Manager of Public Works or the Municipal office prior to May 1 each contract year to clarify the exact dates in which decoration days are being conducted.

- 11.5 The Manager of Public Works shall have absolute, and unfettered, final discretion on work

12. EXECUTE CONTRACT AGREEMENT:

- 12.5 Tenders shall be open for acceptance for a period of thirty (30) days after the closing date. After this time the tender may only be accepted with the consent of the successful Contractor.
- 12.6 The successful Contractor shall execute the contract documents within ten (10) calendar days of receipt of notification of acceptance of tender.
- 12.7 Failure by the successful Contractor to meet the above requirements will entitle the Municipality to cancel the award of the contract. The Municipality may award the contract to one of the other Contractors or take such action as it chooses.

13. LOCATION OF WORK:

- 13.5 The work will be located within the Municipality of Bayham on those locations identified in the form of tender.

14. TENDER QUANTITIES:

- 14.5 Tender quantities are approximate and may vary dependent upon land ownership and budget constraints.
- 14.6 The Municipality reserves the right to extend, restrict and delete tender items in the contract as it sees fit. No compensation will be given to the Contractor for the restriction or deletion of tender items.

15. GOVERNMENT REQUIREMENTS:

- 15.5 The Contractor Shall obey all Federal Provincial, and Municipal Laws, Acts, Ordinances, Orders in Council and By-Laws which could in any way pertain to the work outlined in the contract or to the Employees of the Contractor.

16. NOTICE TO CONTRACTORS- RE: EMPLOYMENT:

- 16.5 The Contractor will, respective of this contract:
- 16.5.1 Employ only residents of Canada and those persons legally able to work in Canada;
- 16.5.2 In employing persons, refrain from discriminating against any person by reason of his race, religion, political affiliations, or gender.

17. HOURS OF WORK:

17.5 The usual hours of work are from Monday to Friday will from 7:00 a.m. to 4:30 p.m. Weekend and after hours work is usually not undertaken, but may be in exceptional circumstances. There will be no additional compensation for weekend work.

18. SITE ACCESS:

18.5 Contractor will be provided with appropriate keys prior to cutting season. Keys may be signed out at the Municipal office at 56169 Heritage Line Straffordville.

19. UNIT PRICES:

19.5 The Lump Sum – Per Map – Per Cut Unit Price submitted for each map shall be inclusive of all materials, equipment, labour, and transportation, permits and fees, if any, required to perform and compete the work. No additional allowances will be considered.

19.6 Provisional Items will not be considered in determining the low bid.

19.7 The Lump Sum – Per Map – Per Cut Unit Price will be utilized to determine low bid.

19.8 The Lump Sum – Per Map – Per Cut Unit Price shall be the per cut cost exclusive of HST

19.9 The Municipality will award contracts to the successful bidder for each Map.

RFT 21-02 LAWN MAINTENANCE SERVICES - TENDER FORM

Description	Lump Sum – Per Map – Per Cut Unit Price
<p><u>Port Burwell Map # 1</u></p> <p>Area ‘A’ Open Space (Parcels between Hurley Lane, Chatham St, Bridge St.)</p> <p>Area ‘B’ Port Burwell Ball Diamond (55461 Nova Scotia Line)</p> <p>Area ‘C’ (Robinson St @ Howard St – grass area- Submariners Way)</p> <p>Area ‘D’ (Victoria St @ Plank Rd ((Robinson St)) – North and South sides of road)</p> <p>Area ‘E’ Port Burwell Library (21 Pitt St. & Gazebo)</p> <p>Area ‘F’ Parkette & Cenotaph- Pitt St @ Erieus St)</p> <p>Area ‘G’ Basketball Court (Pitt St @ Erieus St.)</p> <p>Area ‘H’ Marine Museum (18 Pitt St)</p> <p>Area ‘I’ Lighthouse (17 Robinson St)</p> <p>Area ‘J’ Beach turnaround (South end of Robinson St - guard rail area to bottom of slope on the west approximately 30 meters west from guard rails going southerly to bottom of slope at turnaround most southerly section of road) along with end of turnaround along beach to accessible pad and around washroom and food booth.</p> <p>Area ‘K’ Memorial Park (southwest corner of Brock and Strachan to Waterfront of East Beach)</p> <p>Area ‘L’ Wind Interpretive Centre (5361 Brown Rd)</p> <p>Area ‘M’ Hurley Street (along guardrails to bridge both sides of road)</p> <p>Area ‘N’ Wastewater Treatment Plant (1 Chatham St)</p> <p>Area ‘O’ Port Burwell Fire Hall (55451 Nova Scotia Line)</p>	
<p><u>Vienna – Map #2</u></p> <p>Area ‘A’ Vienna Community Park (14 Ann St)</p> <p>Area ‘B’ Vienna Memorial Park (6226 Plank Rd)</p> <p>Area ‘C’ Pump Station (54 Front St)</p> <p>Area ‘D’ Edison Historical Plaque Area (Corner of Water St & Plank Rd)</p>	
<p><u>Straffordville – Map #3</u></p> <p>Area ‘A’ Straffordville Fire Hall (55764 Third St)</p> <p>Area ‘B’ Straffordville Community Centre & Park (56169 Heritage Line)</p> <p>Area ‘C’ Parkette (56301 Heritage Line @ Plank Rd)</p>	

Area 'D'	Pump Station (8934 Plank Rd)	
Area 'E'	Pump Station (9352 Garner Rd)	
Area 'F'	Pump Station (56826 Heritage Line)	
Area 'G'	Public Works Yard (8354 Plank Rd)	
Area 'H'	Straffordville Library (9366 Plank Rd)	
<u>Eden – Map #4</u>		
Area 'A'	Pump Station (11403 Plank Rd)	
Area 'B'	Eden Park (56967 Eden Line)	
<u>Corinth – Map #5</u>		
Area 'A'	Corinth Park (54286 Best Line)	
Area 'B'	Open Space (S/E Corner Culloden Rd/Best Line)	
<u>Richmond - Map #6</u>		
Area 'A'	Richmond Park (53906 Church St)	
Area 'B'	Richmond Water (Well & Water Plant 9190 Richmond Rd)	
<u>Cemeteries - Map #7</u>		
Area 'A'	Best - 54536 Best Line	
Area 'B'	Firby – 10968 Springerhill Road	
Area 'C'	Old Richmond – 54254 Heritage Line	
Area 'D'	Old Eden – 11318 Ridge Line	
Area 'E'	Dobbie – 56139 Green Line	
<u>Cemeteries - Map #8</u>		
Area 'A'	Light - 55236 Light Line	
Area 'B'	Claus - 57084 Calton Line	
Area 'C'	Stanton - 58180 Calton Line	
Area 'D'	Edison - 31 King St East (Vienna)	
Area 'E'	Estherville - 54880 Glen Erie Line	
Area 'F'	Otter Valley - 56651 Tunnel Line	
<u>Map #9</u>		
Bayham West- 53688 Heritage Line		
<u>Map #10</u>		
Eden - 56897 Eden Line		
<u>Map #11</u>		
Smuck - 55177 Jackson Line		

<u>Map #12</u>	Straffordville - 55939 Heritage Line	
<u>Map #13</u>	Guysboro - 57682 Heritage Line	
<u>Map #14</u>	Calton - 6964 Richmond Road	

Unit Price shall be the per cut cost exclusive of HST

Provisional By-Law Works	Cut Unit Price/Hour
	\$

Unit Price shall be the per cut cost exclusive of HST

I/We the undersigned agree to perform 2024-2026 Lawn Maintenance Services in the Municipality of Bayham as required by the Manager of Public Works in compliance with the terms, conditions and specifications noted in this tender and agreement.

Company Name	Home Number
Signature	Fax Number
Printed Name	After Hours Number (Cell Phone)
Date	HST Registration #

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s): _____

The Municipality of Bayham is committed to:

- i. The prevention of workplace injury and illness to all workers at Municipal locations.
- ii. The belief that contractor safety is compatible with the safety policy of the Municipality and is good business.
- iii. Assuming a leadership role by citing contractors for any violations of the contract.
- iv. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with

the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

- v. For long term contracts, or contracts involving pre-selected contractors, the Municipality reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Municipality.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Municipality of Bayham, I/we accept the following health and safety responsibilities:

- i. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.
- ii. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- iii. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- iv. I/we will advise the Municipality if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date

Contractor's Experience in Similar Work			
Year Completed	Description of Work	For Whom Work Performed	Value

To be completed and returned with tender.

Contractor's Equipment List			
Make and Model	Year	Hrs	Type of mower attachment.

To be completed and returned with tender.

2024-2026 LAWN MAINTENANCE SERVICES AGREEMENT - DRAFT

THIS AGREEMENT made in triplicate this xx day of xxxxxxxx, 20xx.

BETWEEN

XXXXXXXXXXXXXXXXXXXXXXX

(hereinafter referred to as the "Contractor")

of the First Part

-and-

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

(hereinafter referred to as the "Municipality")

of the Second Part

WHEREAS the Municipality is the registered owner and/or the lessee of the lands shown on the various maps attached hereto as "Map #X", ".....", hereinafter referred to as the "lands";

AND WHEREAS the Contractor wishes to provide lawn maintenance services for the said lands in accordance with RFT 03-24;

AND WHEREAS in consideration of the payment of the sum of monies as described within the context of this agreement by the Contractor to the Municipality and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Municipality grants permission to the Contractor to enter upon municipal lands for the purpose of maintaining the lands.
2. The Contractor agrees to provide lawn maintenance services as outlined and needed for the lands.
3. The Municipality shall pay to the Contractor for the following properties, the total sum, payable in equal monthly installments:

XXXXXXXXXXXXXXXXXXXXXXX

4. The Contractor agrees to indemnify the Municipality and save it harmless from and against any and all claims, demands, loss, actions, damages, liability, and expenses, in connection with loss of life, personal injury, or damage to property arising from any occurrence on said lands howsoever such claims may arise, providing proof of liability insurance not less than \$5,000,000 prior to May 1, 2024 and that the insurance shall name the Municipality of Bayham as an additional insured.
5. The successful proponent shall comply with all Federal, Provincial, County and Municipal Legislation including, but not limited to environmental, Labour, Occupational Health and Safety, Unemployment Insurance, Workplace Safety & Insurance Board, and Human Rights. The successful proponent shall be qualified to test portable fire extinguishers and

fire alarms. The successful proponent shall provide the Municipality with a valid WSIB Certificate.

6. The Contractor will observe and adhere to the standards set out in Appendix "A" attached hereto.
7. The Contractor shall not impede parking, pedestrian or vehicular traffic to the subject lands.
8. The Municipality shall have access to the site and surrounding area at all times.
9. The Contractor shall not subcontract any or all of this agreement without the prior and express approval of the Municipality.
10. This Agreement may be terminated at any time by either party giving the other party 30 days written notice of termination.

IN WITNESS WHEREOF the Contractor and the Municipality have hereunto set their hands and Corporate Seals this xxTH day of xxxx, 20xx.

SIGNED, SEALED AND WITNESSED

)	THE CORPORATION OF THE
)	MUNICIPALITY OF BAYHAM
)	
)	_____
)	Mayor
)	
)	_____
)	Clerk
)	
)	
)	CONTRACTOR
In the Presence of)	
)	
_____)	_____

Appendix "A"

2024-2026 LAWN MAINTENANCE SERVICES

SCOPE OF WORK

1. GENERAL-LANDSCAPE SERVICE

- 1.1 Except as otherwise expressly provided the Contractor shall furnish all the necessary labour, materials and equipment to perform the work specified in this contract.
- 1.2 The Contractor shall be solely responsible for loss or damage of his equipment and for any material delivered to him from whatsoever source.
- 1.3 The Contractor shall be responsible for all damages caused during the execution of the work and shall impose as little inconvenience as possible on the residents during the performance of this contract.
- 1.4 All work performed by the Contractor shall be executed to the satisfaction of the Municipality.
- 1.5 Failure to provide and maintain a standard of service and workmanship acceptable to the Road Operations Supervisor, or designate, will, at his discretion, result in an alternate Contractor being hired to do the work with the cost of the same deducted from payment to the original contractor. Repeated failure to meet Municipal standards of service and workmanship will result in termination of the contract.

2. TERMS OF CONTRACT

- 2.1 This contract shall be in force and effect from May 1, 2024 - December 31, 2026
- 2.2 This contract may be renewed for two (2) additional one (1) year terms upon the agreement of both the Contractor and the Municipality.

3. PAYMENT

- 3.1 Invoices shall be submitted on a monthly basis starting one month from the commencement of work.

4. DESCRIPTION OF WORK

- 4.1 Mowing of all turfed areas shall be performed on a regular basis to ensure grass does not exceed 4" in height. The grass is not to be cut to a height of less than 2".
- 4.2 All debris and branches shall be picked up prior to lawn maintenance services each cut.

- 4.3 Municipal grassed area along public roadways abutting the projects are included in this contract.
- 4.4 Trimming of grass adjacent to curbs, sidewalks, fences, trees, flower beds, benches, buildings, light standards, hydrants, etc. shall be done immediately after each mowing operation. At a minimum, one pass on both sides of all fences will be cut with a mower.
- 4.5 Edging of hedges and sidewalks shall be completed on a monthly basis so that these areas have a neat and well maintained appearance.
- 4.6 All hard surfaces, which includes parking lots and sidewalks, must be swept clean each time the contractor is performing work on site.
- 4.7 Pruning for trees up to 16 feet in height shall consist of the removal of excess sucker growth, dead wood and interfering growth, the thinning of branches where necessary, clearing growth from buildings and the shaping of trees. All pruned branches of a diameter greater than 1 inch and all exposed wood or scars resulting from previous work damage shall be painted with approved tree wound paint. Trees and branches which are weak shall be cabled or braced in accordance with approved tree bracing methods. Timber, brush and all other debris resulting from this work shall be entirely removed from the lands and disposed of by the Contractor at his own expense on the same day trees are pruned.
- 4.8 Trimming, and removal of dead growth, of all hedges and shrubs shall be performed during June (evergreens), in June, July and September (deciduous) and vines are to be trimmed as required to present a neat appearance.
- 4.9 All fence lines and grassed areas, shall be cleared of weeds, debris and branches to each cut.
- 4.10 The contractor shall first properly edge all flower beds and gardens at the beginning of each year.
- 4.11 The Contractor shall weed and maintain all flower beds and gardens each cut.
- 4.12 The Municipality shall provide the Contractor with the required keys for the appropriate properties. Keys to be picked up and signed out at the Municipal Office.
- 4.13 The Municipality shall not pay for travel time between locations.
- 4.14 Provisional By-law Works must be conducted within 48 hours of written correspondence provided by the Manager of Public Works or the Municipal By-Law Officer to the contractor.
- 4.15 Submission of the Provisional By-law Works invoice must be provided to the Municipality following the completion of the corresponding maintenance works, not included within the monthly invoicing.

5. SCHEDULE OF WORK

MUNICIPAL PARKS AND FACILITIES

- 5.1 Commencing May 1st to October 31st, the contractor shall conduct Lawn Maintenance Services. Equipment shall not be operated in the contracted areas prior to sunrise and must be off the area before sunset, on weekends, and/or during events that are held in the parks:
 - 5.1.1 The Contractor shall generally conduct landscape services activities every ten (10) days.
 - 5.1.1.1 The Municipality may permit weekly cuts in the spring, reducing cuts in the heat of the summer to a bi-weekly schedule arriving at a season average of one (1) cut every ten (10) days, subject to the approval of the Manager of Public Works.
 - 5.1.1.2 The Municipality will not pay for more than 18 cuts on any map location in any season May 1-October 31. Additional cuts beyond 18 cuts may be approved in writing prior to the works occurring.
 - 5.1.1.3 Should the Contractor perform more than 18 cuts on any map location without prior written municipal approval it shall be at the sole cost of the Contractor.
 - 5.1.1.4 The Contractor must schedule with the Manager of Public works a set time for the property at 8354 Plank Rd. due to staff scheduling regarding vehicles.
 - 5.1.2 The Manager of Public Works shall advise the Contractor of the date which landscape services activities may commence for the first time each year.
- 5.2 RFT 03-24 – 2024-2026 Lawn Maintenance Services, as amended, shall form part of this agreement, attached hereto as Schedule 'B'.
- 5.3 The Manager of Public Works shall have absolute, and unfettered, final discretion on work.

MUNICIPAL CEMETERIES

- 5.4 Commencing May 1st to October 31st, the contractor shall conduct Lawn Maintenance Services. Equipment shall not be operated in the contracted areas prior to sunrise and must be off the area before sunset, on weekends, and/or during events that are held in the parks:
 - 5.4.1 The contractor shall generally conduct Cemetery landscaping services not more than described in the Cemetery Location/Quantity Chart below.

Cemetery Location/Quantity Chart

Appendix B

Cemetery	Address	Number of Cuts	Decoration Day
Best	54536 Best line	14	4 th Sunday in August
Firby	10968 Springerhill Road	14	
Old Richmond	54254 Heritage Line	14	
Old Eden	11318 Ridge Line	14	
Dobbie	56139 Green Line	14	
Light	55236 Light Line	14	4 th Sunday in August
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Straffordville	55939 Heritage Line	14	3 rd Sunday in August
Guysboro	57682 Heritage Line	14	4 th Sunday in August
Calton	6964 Richmond Road	12	3 rd Sunday in August

- 5.4.2 The Municipality will not pay for more than the noted within Appendix 'B' at any location throughout the season May 1-October 31. Additional cuts beyond the above-noted Chart may be approved in writing prior to the work occurring.
- 5.4.3 Should the Contractor perform more than the noted cuts approved in the above-noted Chart on any location without prior written municipal approval it shall be at the sole cost of the Contractor.
- 5.4.4 All Cemeteries to be cut prior to Decoration Days. This should be part of the Cemetery Location/Quantity Chart for the subject cemeteries.

5.4.5 The Contractor should contact the Manager of Public Works or the Municipal office prior to May 1 each contract year to clarify the exact dates in which decoration days are being conducted.

5.5 The Manager of Public Works shall have absolute, and unfettered, final discretion on work



Port Burwell

Area 'A' Open Space (Parcels between Hurley Lane, Chatham St, Bridge St.)

Area 'B' Port Burwell Ball Diamond (55461 Nova Scotia Line)

Area 'C' (Robinson St @ Howard St – grass area- Submariners Way)

Area 'D' (Victoria St @ Plank Rd ((Robinson St)) – North and South sides of road)

Area 'E' Port Burwell Library (21 Pitt St. & Gazebo)

Area 'F' Parkette & Cenotaph- Pitt St @ Erieus St)

Area 'G' Basketball Court (Pitt St @ Erieus St.)

Area 'H' Marine Museum (18 Pitt St) and Robinson St. and Pitt St. Guiderrails

Area 'I' Lighthouse (17 Robinson St)

Area 'J' Beach turnaround (South end of Robinson St - guard rail area to bottom of slope on the west approximately 30 meters west from guard rails going southerly to bottom of slope at turnaround most southerly section of road) and\ End of turn around along beach to accessible pad around Beach washroom and food booth

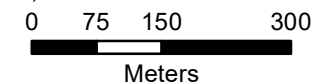
Area 'K' Memorial Park (southwest corner of Brock and Strachan to Waterfront of East Beach)

Area 'L' Wind Interpretive Centre (5361 Brown Rd)

Area 'M' Hurley Street (along guardrails to bridge both sides of road)

Area 'N' Wastewater Treatment Plant (1 Chatham St)

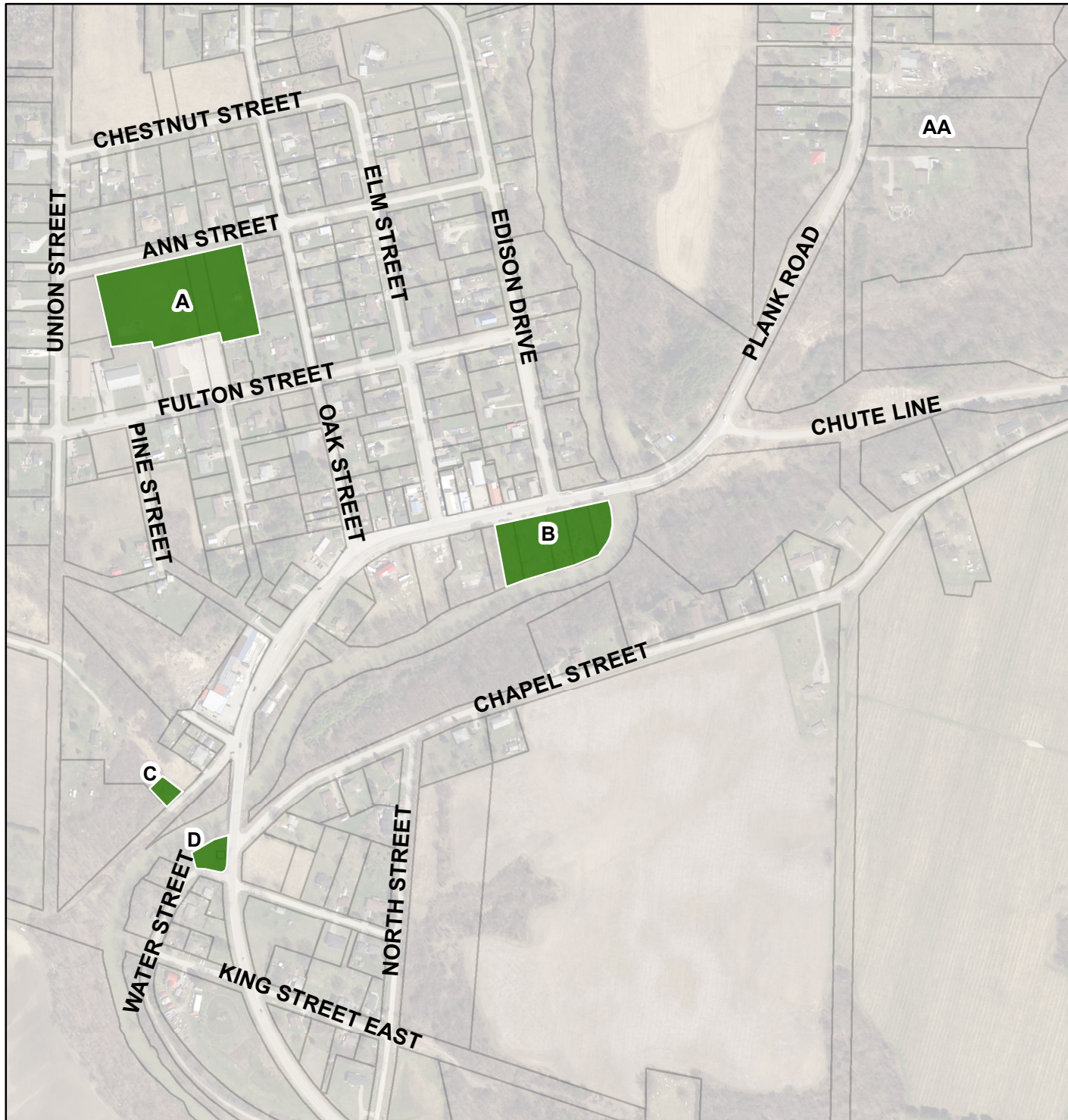
Area 'O' Port Burwell Fire Hall (55451 Nova Scotia Line)



Map Produced by: Township of Malahide GIS Department
Projection: NAD 83 UTM Zone 17
Date: August 2021

This drawing is neither a legally recorded map
nor a survey and is not intended to be used as one.



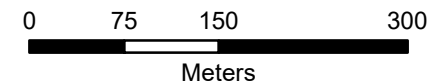


Municipality of
BAYHAM



Vienna

- Area 'A' Vienna Community Centre
(17 Ann St)
- Area 'B' Vienna Memorial Park
(6226 Plank Rd)
- Area 'C' Pump Station (54 Front St)
- Area 'D' Edison Historical Plaque Area
(Corner of Water St & Plank Rd)



Map Produced by: Township of Malahide GIS Department

Projection: NAD 83 UTM Zone 17

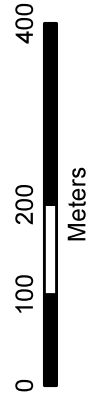
Date: 2024

This drawing is neither a legally recorded map
nor a survey and is not intended to be used as one.



Straffordville

Area 'A'	Straffordville Fire Hall (55764 Third St)
Area 'B'	Straffordville Community Centre & Park (56169 Heritage Line)
Area 'C'	Parkette (56301 Heritage Line @ Plank Rd)
Area 'D'	Pump Station (8934 Plank Rd)
Area 'E'	Pump Station (9352 Garner Rd)
Area 'F'	Pump Station (56826 Heritage Line)
Area 'G'	Public Works Yard (8354 Plank Rd)
Area 'H'	Straffordville Library (9366 Plank Rd)



Map Produced by: Township of Malahide GIS Department
Projection: NAD 83 UTM Zone 17
Date: August 2021
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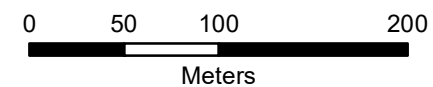
Municipality of
BAYHAM



Eden

Area 'A' Eden Park (56967 Eden Line)

Area 'B' Pump Station (11403 Plank Rd)



Map Produced by: Township of Malahide GIS Department

Projection: NAD 83 UTM Zone 17

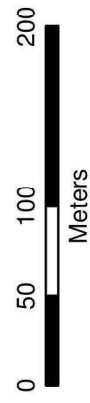
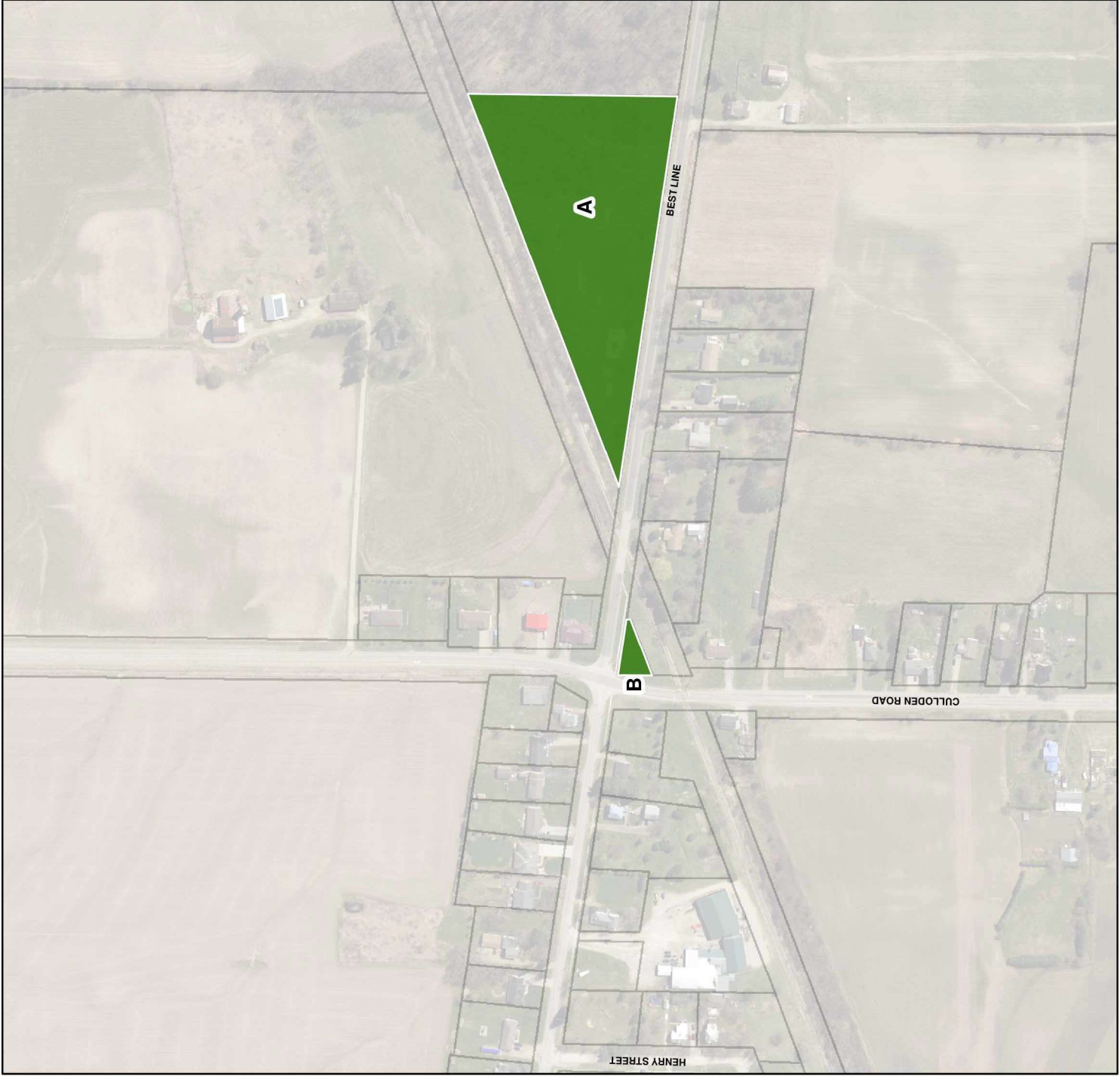
Date: 2024

This drawing is neither a legally recorded map
nor a survey and is not intended to be used as one.



Corinth

Area 'A' Corinth Park (54286 Best Line)
Area 'B' Open Space
(S/E Corner Culloden Rd/Best Line)



Meters

Map Produced by: Township of Malahide GIS Department

Projection: NAD 83 UTM Zone 17

Date: June 09, 2017

This drawing is neither a legally recorded map
nor a survey and is not intended to be used as one.



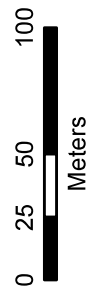
Richmond

Area 'A'

Richmond Park (53906 Church St)

Area 'B'

Richmond Water (Well area and
Water Plant 9190 Richmond Rd)



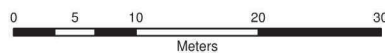
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Projection: NAD 83 UTM Zone 17

Date: August 2021

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nor a survey and is not intended to be used as one.

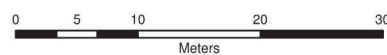


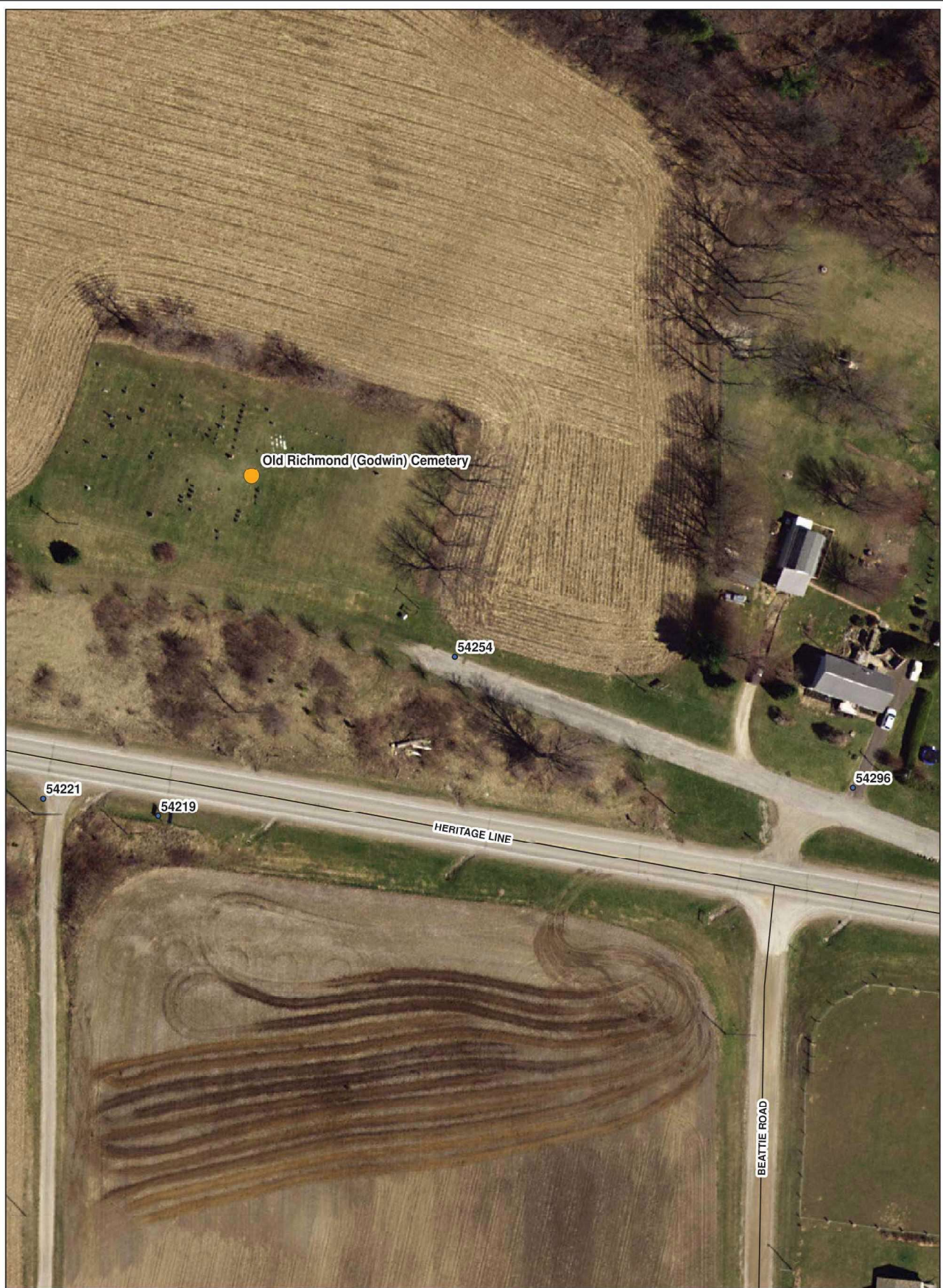
Best (Corinth) Cemetery
54536 Best Line





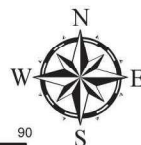
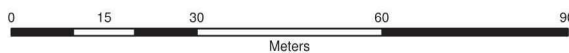
Firby Cemetery
10968 Springerhill Road

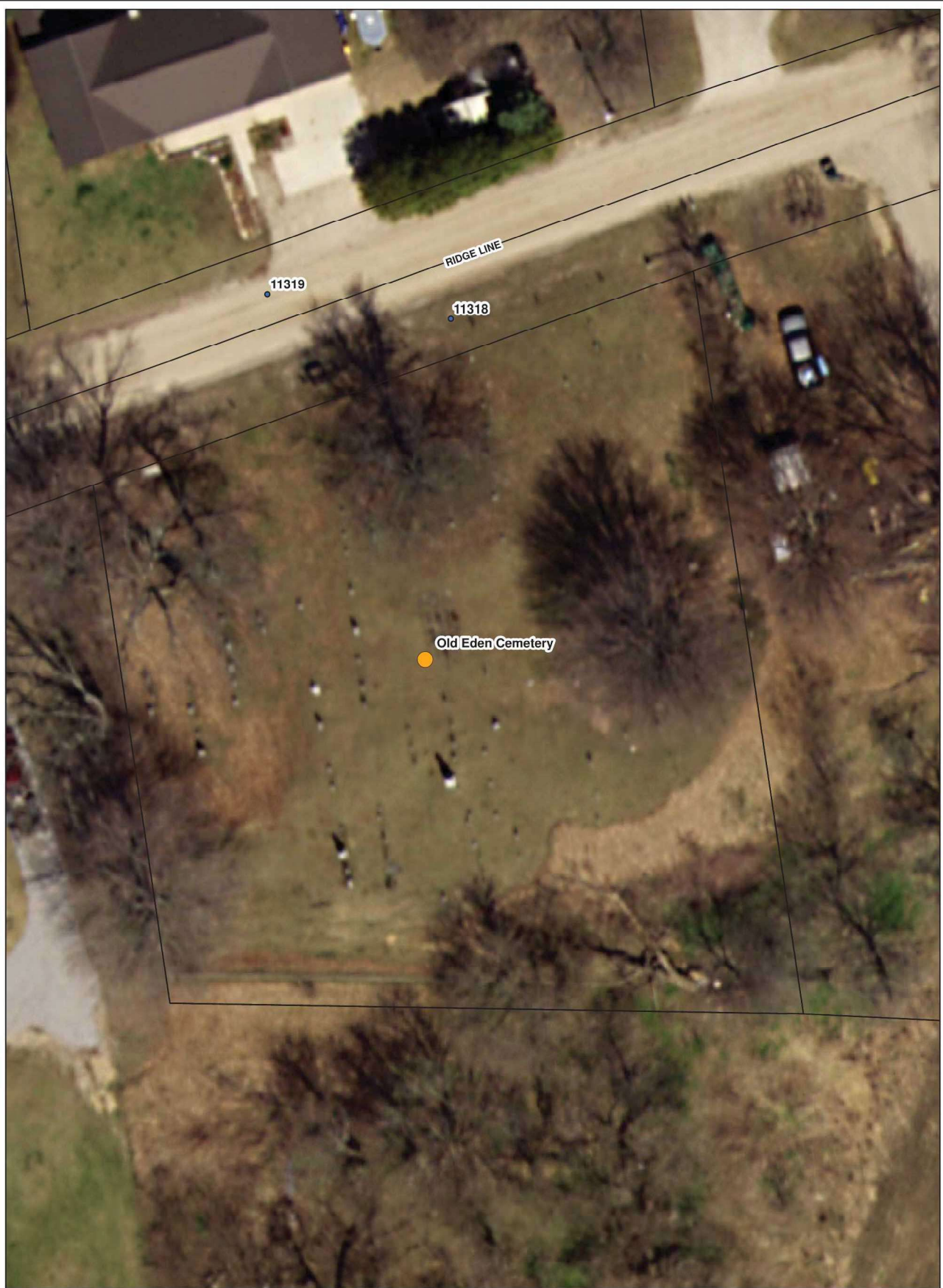




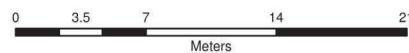
Municipality of
BAYHAM

Old Richmond (Godwin) Cemetery
54254 Heritage Line



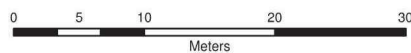


Old Eden Cemetery
11318 Ridge Line





Dobbie Cemetery
56139 Green Line





Municipality of
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Light Cemetery
55236 Light Line

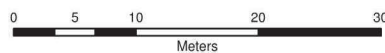
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Meters





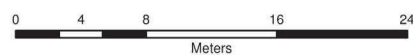
Municipality of
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Claus Cemetery
57084 Calton Line





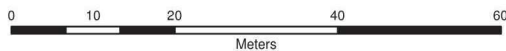
Stanton Cemetery
58180 Calton Line





Municipality of
BAYHAM

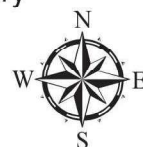
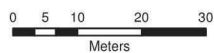
Edison Pioneer Cemetery
31 King St. East





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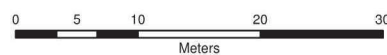
Estherville (Ottervalley Baptist) Cemetery

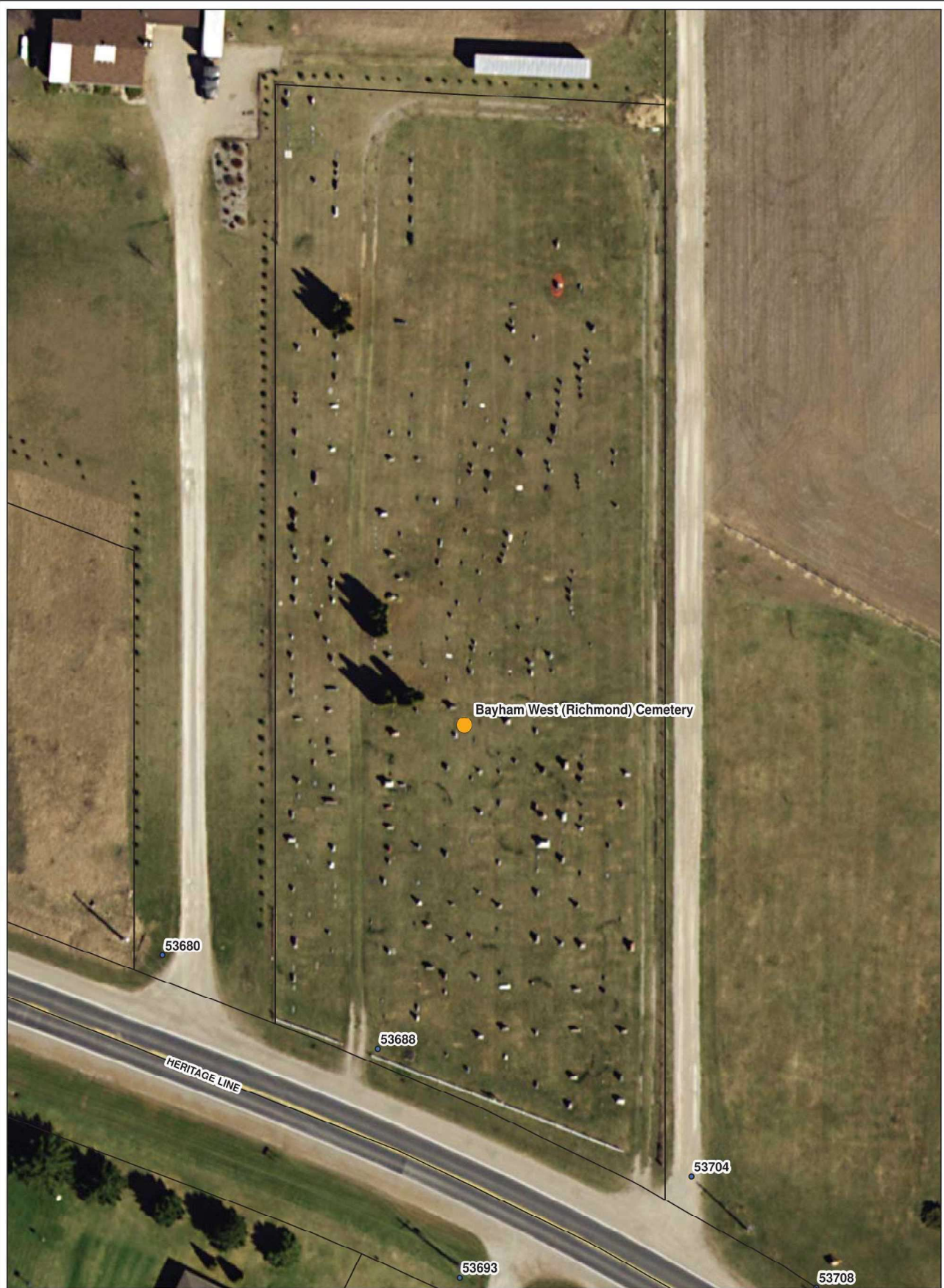




Municipality of
BAYHAM

Otter Valley Cemetery
56651 Tunnel Line



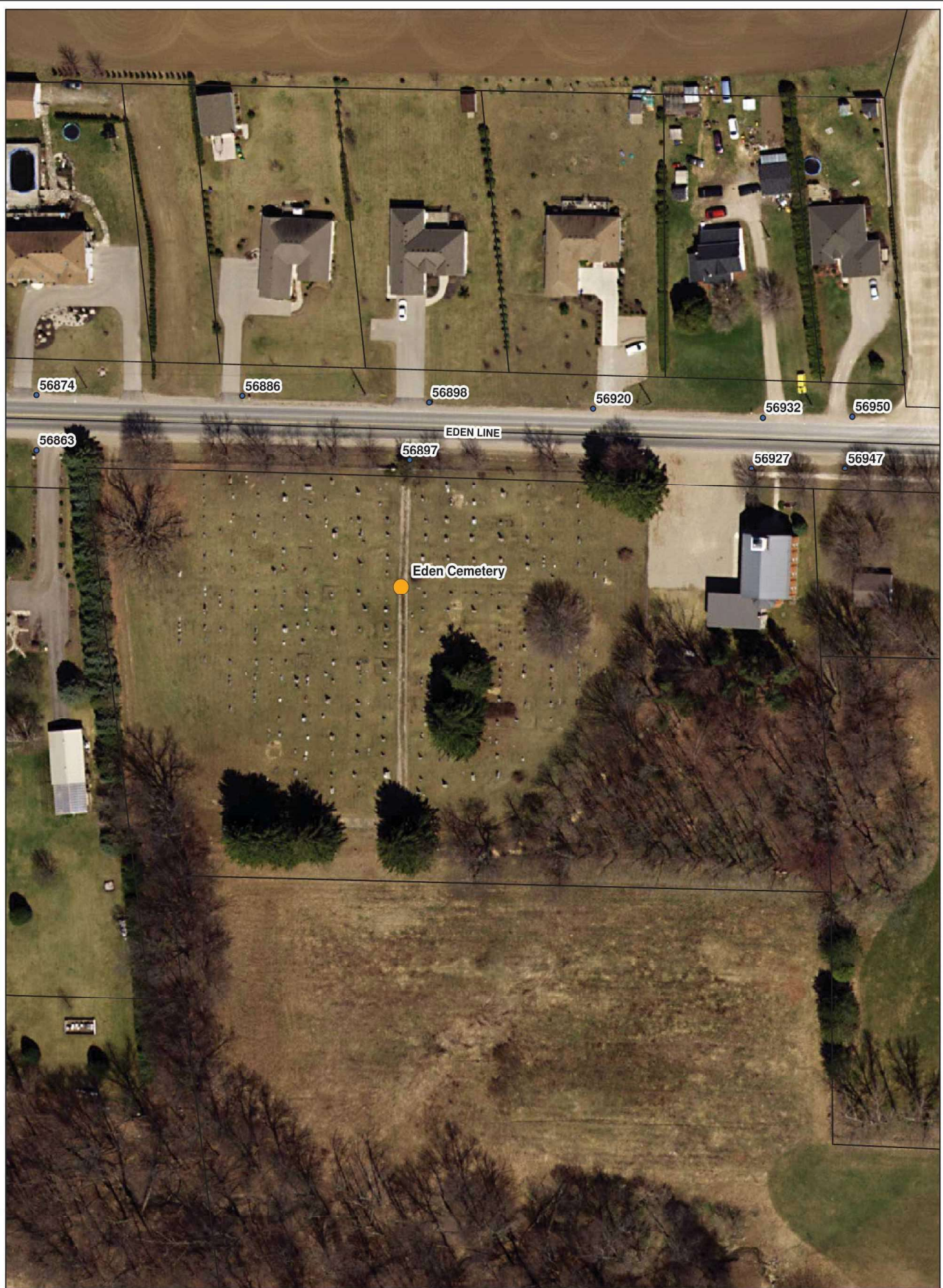


Municipality of
BAYHAM

Bayham West (Richmond) Cemetery
53688 Heritage Line

0 5 10 20 30
Meters





Municipality of
BAYHAM

Eden Cemetery
56897 Eden line

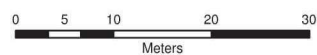
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Meters





Municipality of
BAYHAM

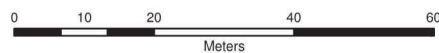
Smuck Cemetery
55177 Jackson Line





Municipality of
BAYHAM

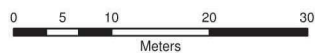
Straffordville Cemetery
55939 Heritage Line

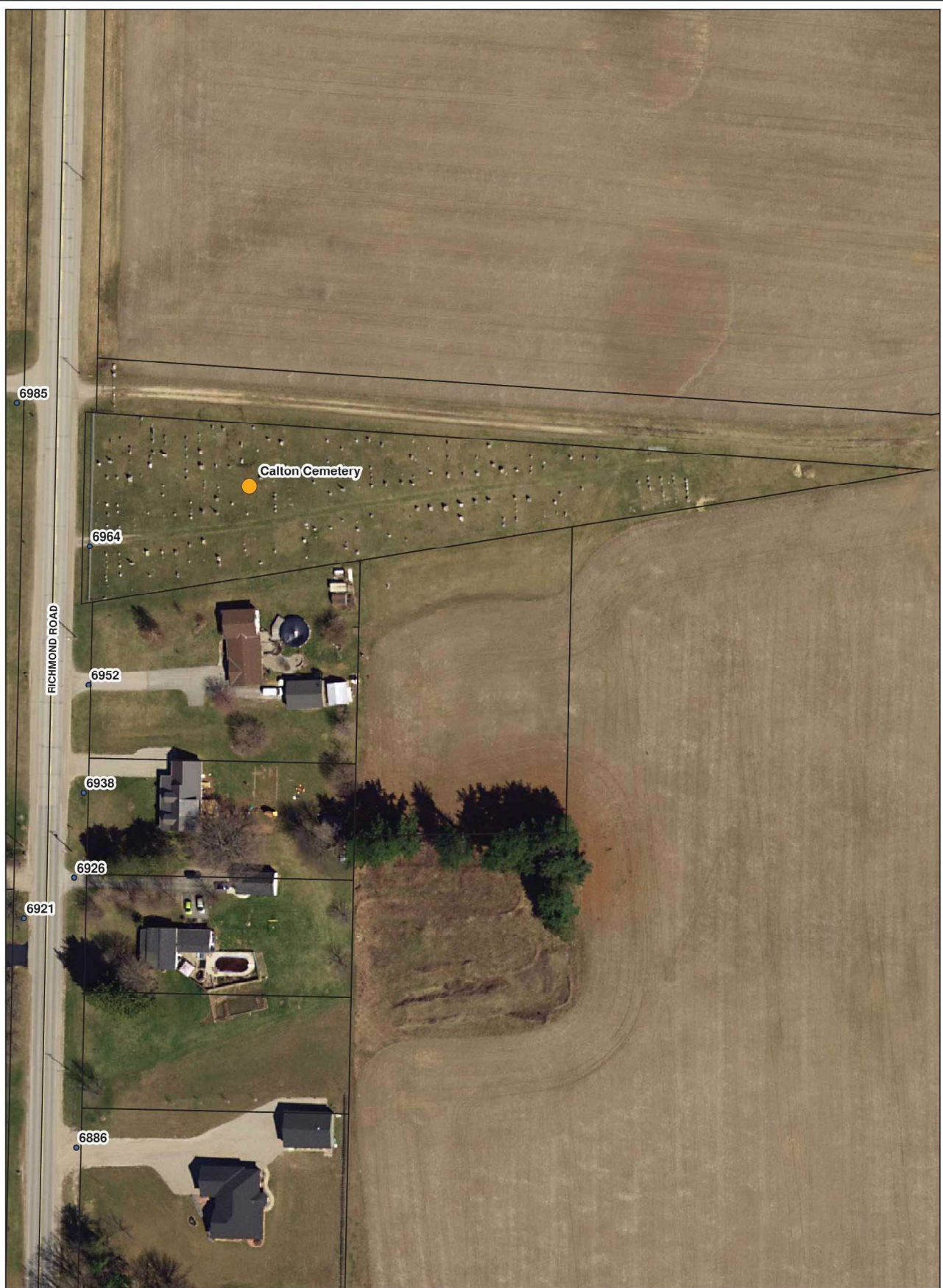




Municipality of
BAYHAM

Guysboro Cemetery
57682 Heritage Line





Municipality of
BAYHAM

Calton Cemetery
6964 Richmond Road

0 12.5 25 50 75
Meters

