

# City Of Torrington

ENGINEERING DEPARTMENT  
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September 19, 2012

## Re: “Local Flood Protection Project Routine Maintenance Contract”

### ADDENDUM # 1

1. Replace the Technical Specification Section 02000 Mowing Specifications with the attached Technical Specification Section 02000 Mowing Specifications dated 9/19/2012 revised for Addendum #1
2. The following questions were submitted in writing:

Question Reference item #02000 Mowing Specifications. *In the section for mowing specifications 1.02 project descriptions and information should it be segments A and B for mowing and segment C for spraying of herbicide?*

Answer: Yes segments A and B shall have all vegetation “mowed, weed-wacked or cut” and segment C shall have a herbicide application meant to kill all vegetation within the section in accordance with the Technical Specification Item# 02000 Mowing Specifications. The Mowing Specification Item# 02000 has been revised to clarify this and is attached to this addendum.

Question Reference item #02000 Mowing Specifications. *Will we be required to mow and spray segment C or just spray segment C?*

Answer: Segment C shall only have an herbicide application meant to kill all vegetation within the section in accordance with the Technical Specification Item# 02000 Mowing Specifications. The Mowing Specification Item# 02000 has been revised to clarify this and is attached to this addendum.

## SECTION 02000

### MOWING SPECIFICATIONS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

This is a service type contract for providing personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform mowing and herbicide applications. Contractor shall provide all contract work force and equipment required to perform specified mowing, trimming and herbicide application services along the Naugatuck River in Torrington Connecticut within the limits of the U.S. Army Corp of Engineer's flood control project. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, and management necessary to accomplish the required specified services. Contractor shall assure that all work is accomplished in accordance with the contract, all applicable laws, municipal codes, regulations and/or written directives issued by the City.

##### 1.02 PROJECT DESCRIPTIONS AND INFORMATION

- A. The Contractor shall mow, weed-wack, or cut all vegetation along Project Segment 'A' of the project area defined as East Branch of the Naugatuck River beginning at the northern most Wall Street bridge and extending downstream to the confluence with the West Branch of the Naugatuck River (approximately 0.81 miles of vegetation and armor stone).
- B. The Contractor shall mow, weed-wack, or cut all vegetation along Project Segment 'B' of the project area defined as beginning at the confluence of the East Branch of the Naugatuck River with the West Branch of the Naugatuck River, and extends south to a sanitary sewer river crossing just southwest of the Perkin Street Recreation Park (approximately 1.0 mile of vegetation and armor stone).
- C. The Contractor shall apply a herbicide product to all vegetation along Segment 'C' of the project area defined as the West Branch of the Naugatuck River beginning at the Prospect Street Bridge and continuing downstream to the confluence with the East Branch of the Naugatuck River (approximately 0.5 miles of armor stone on both sides). It is intended that the herbicide application work along Segment 'B' of the river shall eradicate all vegetation on the embankment areas covered by armor stone (rip-rap). Herbicide shall also be applied to the vegetation along bottom and the top of retaining wall structures, so that no weedy bush or tree growth disturbs the foundations of these structures or vegetation roots establish behind the top of the walls. The City may direct the Contractor to spot spray small areas of rip rap located along Segment 'A, and B' of the river upon field inspection.
- D. Prior to beginning mowing operations the Contractor shall make a walkthrough of the project area and remove and dispose of all brush and branches and small trees that have fallen along the areas to be mowed. Larger fallen trees over 8" in diameter if found shall not be the Contractor responsibility and will be removed by the City upon being notified by the Contractor of the larger tree location(s). Upon removal and cleanup of large trees by the City the Contractor shall perform the required services in the cleaned up area. All debris and trash that has been deposited in the work area shall be moved aside to allow mowing the underlying area. The City is not responsible for the condition of the mowing area (grass height, rocks, trash, debris, etc.) at the time the contract becomes effective.

##### 1.03 FREQUENCY OF SERVICE

It is anticipated the number of mowing and herbicide applications will be required two times a year, in June and then again in September or in other months determined by City. The number of mows actually required during the contract period may be above or below the estimated number due to the prevailing rainfall in the area. No adjustment of the unit price shall be made for any variation from the estimate.

#### 1.04 WORKDAY AND TIME LIMITATION

Normal working hours for the contractor shall be between the hours of 7:00 a.m. to 4:00 p.m., Holidays observed by the City shall be observed by the contractor and no work on the site shall be permitted. The Contractor shall be allowed a specified number of working days, (exclusive of Saturdays, Sundays and City and Federal Holidays) to accomplish the mowing and herbicide applications. All work shall be started within five (5) working days after notification. The starting and completion dates are critical in the performance of this contract. If work cannot be commenced on the starting date, the Contractor shall provide written notification to the City and submit for City approval a revised schedule. Delays in service requiring an extension to the completion date due to inclement weather or conditions beyond the Contractor's control may only be allowed with the approval of the City. If the Contractor does not complete the required mowing or herbicide application by the contract's specified completion date, without sufficient cause, deductions may occur; and/or termination.

#### 1.05 TYPICAL DRAWINGS

A plan showing the location of the project is included for general information purposes only. The plan is not to scale, nor is it intended to depict all facilities or existing conditions.

#### 1.06 LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.

#### 1.07 AWARD OF OTHER CONTRACTS

The services provided under this contract shall be independent of all services provided under other contracts, at this project or any other project, at which the Contractor may receive award.

#### 1.08 DEFINITIONS

- A. PROJECT – Means Naugatuck River Mowing and Weed Control Services.
- B. CITY - Means the City of Torrington, Torrington Connecticut. The City's contract representative shall be the City Engineer.
- C. CONTRACTOR - Means the company structure, including all partners, officers, and employees with interest in this contract.
- D. QUALITY CONTROL - The term Quality Control refers to action taken by the Contractor and/or their personnel to document, inspect, and control performance of mowing services to insure they meet the specifications and requirements of this contract.

### **PART 2 - EQUIPMENT AND MATERIALS**

#### 2.01 GENERAL

The Contractor shall furnish equipment necessary to accomplish all of the work required by this contract within the time frames specified. All equipment shall be presented to the CITY for approval prior to commencement of services to ensure compliance with specifications. All equipment used to perform work under this contract must be in good operating and mechanical condition. Blades shall be kept sharp.

#### 2.02 MOWING EQUIPMENT REQUIREMENTS

All equipment must be operated in such a manner as to not cause damage to City property or property of others. The Contractor shall determine what type of equipment will be used for the specific terrain. Tractor type mowing equipment or mowers used for embankment mowing is required to be certified by the Manufacturer to meet OSHA

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requirements for slope mowing. All mowing equipment that meets this certification requirement shall have rollover protection (ROPS), seat belts, safety guards, and other required safety equipment required by OSHA. The mowers must be equipped with safety chains or other protective devices to prevent flying stones, cans, etc., from striking persons (including tractor operator) or damaging property. Mowers must have wheels, which will prevent tearing or plowing into the turf. Contractor may be held accountable for re-turfing if equipment causes gouging or plowing. **Where embankment slopes exceed a twenty seven (27) degree angle of incline and tractor type equipment is not specifically designed and certified for such slopes, hand equipment must be used.** Hand mowing equipment includes equipment such as push mowers, line trimmers, and other small power-mowing equipment. Mowers shall provide a close 3" even cut (the height may increase up to a 6" maximum in areas where rocks/boulders are scattered within grassed areas) & not less than 3"). Woody vegetation within the mowing limits shall be cut at ground level.

### 2.3 HERBICIDE EQUIPMENT REQUIREMENTS

Equipment shall be hand sprayers or by mechanical means using a long hose and tank apparatus system.

### 2.04 HERBICIDE MATERIALS AND APPLICATION

The CONTRACTOR shall use **"Rodeo®" by Dow AgroSciences** or approved equal as the Herbicide. Use manufacturer's recommendation for Low-volume foliar applications. The Contractor shall apply herbicide at appropriate times before or after mowing work as recommended by manufacturer and licensed applicator. The Contractor shall take care to follow manufacturer's instructions for use of the herbicide to ensure optimum effectiveness. No existing vegetation/root system shall remain alive for regrowth upon completion of this phase of the work. Method and rate of applications of herbicide shall be submitted and approved by City. The Contractor shall also give notice that a herbicide will be used on the property and flagged as per applicator's license requirements. In cases where the product is applied and it does not kill the vegetation the Contractor shall reapply the herbicide at no cost to the City. Additional applications of herbicide will not be paid for separately and shall be part of the cost of the original application. At least five days prior to the commencement of operations the Contractor shall submit to the City for approval manufacturer's information, application rates and schedule for the proposed herbicide product. The Contractor shall hold all federal, state, and local licenses required to complete the work required within this section of the specifications. The Contractor shall furnish copies of all relevant licenses to the City prior to commencement of the work.

## PART 3 - FACILITIES AND COMMUNICATIONS

### 3.01 EQUIPMENT STORAGE

Equipment may be parked on site only in areas approved by City.

### 3.02 COMMUNICATION

The Contractor is required to provide a cellular telephone number of a employee with project authority to the City. The mobile cellular telephone shall have an electronic mailbox for communication purposes with City personnel. Messages left in the electronic mailbox from the City must be responded to within two (2) hours during the workday, within twenty-four (24) hours on a non-work day. The Contractor shall check voice mail messages on a routine basis during each workday. Also, the work leader of each work crew shall have a mobile cellular telephone for safety and communication purposes. Phone numbers for all required mobile cellular telephones shall be submitted to City prior to starting work.

### 3.03 CITY FURNISHED SUPPLIES AND MATERIALS

The City shall not furnish any labor, equipment, fuel, supplies or materials under this contract.

### 3.04 DAMAGE TO CITY AND PRIVATE PROPERTY

The Contractor shall be responsible for restoring any City property damaged as a result of their operation. Contractor shall also be responsible for any damage to private property and injury to any person as a result of their operation. The Contractor shall notify the City immediately of damage to City or private property, or injury to any person resulting

from their operation. Contractor shall be responsible for expenses associated with damages. It shall be the Contractor's responsibility to repair all damages to all areas due to refueling and servicing activities, at no cost to the City. It shall be the Contractor's responsibility to repair any areas that may be damaged from rutting caused by equipment. Special care shall be taken by Contractor around sanitary sewer river crossings. **Mowing machinery and herbicide application equipment shall not be allowed to roll across sanitary sewer river crossings.**

#### **PART 4 - PERSONNEL**

##### 4.01 MINIMUM MANPOWER REQUIREMENTS

The Contractor shall provide an adequate number of fully qualified personnel to perform the specified services properly and efficiently within the time limits specified.

##### 4.02 EMPLOYEE CONDUCT

The Contractor shall be responsible for seeing that all employees strictly comply with all Federal, State, and Municipal laws. Any illegal or criminal activity may result in the removal of Contractor employee/employees and/or termination of the contract. The City may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the City, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform their work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or telephonic, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the City or any of its officers or agents.

##### 4.03 SUPERVISION

The Contractor shall give their personal superintendence to this contract. Contractor shall appoint in writing, subject to the approval of the City, a minimum of one (1) Superintendent for the project. The Superintendent shall be present whenever work specified herein is being performed, and have full authority and power to act for the Contractor on items pertaining to overall work performance, management, coordination, and supervision. The Superintendent shall have means of transportation and communication at all times while work activities are being performed. The Superintendent shall be required to have a copy of the contract in their possession at all times for referral concerning questions of Contractor responsibility. The Contractor/Superintendent is responsible for insuring that all work performed under this contract, including that performed by subcontractors, is in accordance with the specifications.

#### **PART 5 - INSPECTIONS**

##### 5.01 GENERAL

The City shall inspect the work in each area as it is completed to ensure all requirements of the contract have been satisfied. The Contractor shall be responsible for ensuring all work is completed prior to inspection by the City.

##### 5.02 CONTRACTOR QUALITY CONTROL

The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, and contract documents herein. The Contractor's Superintendent shall be the designated Quality Control Inspector, whose duty shall include verifying contract conformance of all work performed daily and maintaining daily activity.

##### 5.03 INSPECTION OF EQUIPMENT AND SUPPLIES

The City may inspect required equipment and supplies at any time when in use on the project area. Any individual, crew, or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the City. No such removal shall reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the City or any of its employees or agents.

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**PART 6 - MOWING AND TRIMMING SERVICES SPECIFICATIONS**

6.01 GENERAL

Contractor shall mow and trim grass, weeds, tree and brush sprouts (including woody pulp and brush sprouts which may or may not have been cut within the last three (3) years) in the project areas to the water's edge (regardless of pool elevation or vegetative growth) and extending 10 feet beyond the top of slope embankment or retaining walls.

6.02 MOWING

Mowing equipment must be operated in a manner that will prevent the tractor wheels or mower from tearing out turf on turns. Each pass of the mower shall overlap the previous pass so that no strips of uncut vegetation will result. If, for any reason, strips of uncut vegetation are visible in the mowed area, the strips shall be re-mowed, even though it may be several days before the strips are visible. Mowing shall not be permitted when the ground is so wet or boggy that the mowing operations will cause wheel rutting.

6.03 TRIMMING

Contractor shall be required to do trimming with small power equipment and/or hand tools, around all vertical objects within the mowed area, such as manhole structures, sign posts, guard posts and pipe rail supports, guard rails, rocks, culverts, and any other natural or manmade objects that protrude above the ground line to such a height as to prevent passage of the larger mowing equipment over them without damage to the equipment or the object.

**PART 7 - SAFETY**

7.01 Safety Meetings

The Contractor shall hold a safety meeting with all employees prior to each mowing. A report of the meeting shall be made by the Contractor. The report shall include (but not limited to) date, location, topics covered, and signed by all employees attending the meeting. When a new employee is hired, the Contractor will thoroughly brief that person in all safety procedures and requirements. Any Contractor employee who persists in unsafe performance shall be removed from the job at the request of the City. A copy of the safety meeting report shall be submitted to the City prior to performing mowing and safety briefing reports for new employees shall be submitted prior to employee performing duties.

**PART 8 - INSPECTION FOR PAYMENT**

8.01 INSPECTION FOR PAYMENT:

Payment will be based on work completed within each specific project segment area. The City will conduct an inspection to verify that the specified routine maintenance for the specific project segment area has been completed as specified in the contract. The Contractor shall notify the City he is ready for payment inspection for the performed services. The City may require that all work which fails to provide the desired specification results be redone or reduce the contract price to equal the reduced value of the service. The Contractor will ensure that these defects do not recur. If the contractor fails to rework the rejected areas or the defects are recurring, the City may:

- A. Reduce the contract price to equal the reduced value of the service. Work Items not completed shall not be included in the final payment.
- B. Perform the required services, by contract or otherwise, and deduct any costs incurred by the City that is directly related to the performance of such services from the Contractors pay application/invoice.
- C. Terminate the contract for default.

END OF SECTION