



26<sup>th</sup> November 2013

## **All Bidders**

**RE: Invitation to Tender (ITT) for the provision of maintenance works to the Bermuda Railway Trail (eastern or western parishes)**

You are formally invited to submit a response to the tender for the provision of maintenance works to the Bermuda Railway Trail (eastern or western parishes). It is the bidder's responsibilities to read the entire tender and comply with all requirements herein.

The work comprises of the horticultural maintenance of the Bermuda Railway Trail and its surrounds; maintenance to gates, fences, signs, furniture, natural surfaces, etc.; removal of trash, litter and illegally dumped items and other related tasks as outlined in the specifications (Appendix A) The contracts will see two successful contractors carry out the maintenance works to the Bermuda Railway Trail, one contractor for the eastern parishes and the other for the western parishes. The contracts will be for a two year period. Bidders may submit form of tenders for both the eastern and western parishes, with the understanding that only one area will be awarded. Bidders are encouraged to visit the sites of the said works.

This Invitation to Tender includes copies of the following;

- Instructions to Bidders
- Form of Tender documents
- Certification of Confirmation of Non Collusion form
- Description of Works/Landscape Maintenance Specifications (Appendix A)
- Draft Standard Maintenance Works Contract
- Railway Trail Brochure Map

Please complete and return the enclosed Form of Tender and related documents duly signed and in a sealed envelope to the Department of Parks office located at the Bermuda Botanical Gardens, 169 South Road, Paget, by 3:00 p.m. on Friday, December 13<sup>th</sup>, 2013. The outer envelopes must be clearly marked "RFP for provision of maintenance works to the Bermuda Railway Trail (eastern or western parishes)". Late submissions will not be accepted.

Additional information can be obtained by emailing Jameka Smith, Park Planner, at [jassmith@gov.bm](mailto:jassmith@gov.bm)

Sincerely,

Jameka Smith  
Park Planner



## **INSTRUCTIONS TO TENDERERS**

### (1) Submission of Tenders

- (a) Tenders shall be delivered to the Department of Parks office located at the Bermuda Botanical Gardens, 169 South Road, Paget, no later than **3:00 p.m. on Friday, December 13<sup>th</sup>, 2013.** Tenders received later than this time will not be considered.
- (b) Tenders shall be submitted on the forms furnished and sealed in an envelope.
- (c) Sealing and Marking of Tenders, the outer envelope shall be addressed to Department of Parks, and must be clearly marked "RFP for provision of maintenance works to the Bermuda Railway Trail (Eastern or Western Parishes)".

### **IMPORTANT**

**TENDERS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE DEPARTMENT OF PARKS NO LATER THAN THE TIME AND DATE SPECIFIED IN (a) ABOVE. LATE SUBMISSIONS WILL NOT BE CONSIDERED.**

### (2) Rejection of Tenders

The Employer ("Department of Parks" here forward) reserves the right to reject any or all Tenders and is not bound to accept the lowest Tender.

### (3) Tender Documents and Site Conditions

Each Tenderer, by making his Tender, represents that he has read and understands the Tender Documents, and that he has visited the sites and familiarised himself with the conditions under which the works are to be performed.

### (4) Alterations

No alterations are to be made in the Form of Tender except in filling in the blanks as indicated. If any such alterations be made, or if these instructions are not fully complied with, the Tender may be rejected.

### (5) Period of Validity of Tender

The Tenderer shall abide by this Tender for a period of Ninety (90) calendar days from the deadline for receipt of Tenders.

### (6) Safety

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act Regulations of 2009.



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(7) Other Submissions

Tenderers must submit with their Tenders a proposed operational plan containing the following:-

- 1) **Company Safety and Health Plan**
- 2) **Overall methodology for execution of the works including crew size, number of crews and planned days of service per month.**
- 3) **List of all licensed company vehicles including trailers and trucks.**

Tenderers shall also submit with their tender a complete list of any sub-contractors utilized.

(8) Tenderer's Responsibility & Clarification Questions

It is the Tenderer's responsibility to ensure its complete understanding of the requirements and instructions set out in this Invitation to Bid. In the event that clarification is required tenderers should submit questions via e-mail to Jameka Smith, Park Planner, at [jassmith@gov.bm](mailto:jassmith@gov.bm)

The deadline for questions is 12:00 p.m. Thursday, December 12<sup>th</sup>, 2013.

Tenderers should seek to clarify any points of doubt or difficulty with the Employer before submitting a Tender.

Tenderers are encouraged to visit the sites of the said works.

(9) Insurance

The Tenderer shall submit evidence with his Tender, such as a copy of a certificate or a letter from his insurers, confirming Third Party Insurance has been retained for the amount shown in the Schedule to the Agreement and for the duration of the Works.

(10) Evaluation and Comparison of Tenders Process:

- a) The tenders submitted will be evaluated in a two-stage process with the preliminary stage ensuring all requested information is provided, resulting in a short list of potential contractors that will be scored utilizing an evaluation matrix with the following evaluation criteria, experience and capacity and financial analysis, and also any previous work with the Government of Bermuda. Scores will be entered in to the evaluation matrix.
- b) The tender assessment will take into consideration the submitted tender documents inclusive of tendered prices, schedule of rates, proposed methodology, firm's qualifications, overall relevant experience in relations to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any



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variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.

To assist with this process please provide the following information:-

1. Details of up to three contracts completed by your company which are similar to the works described.
2. Indicate the number of incidences that have occurred within the last five years where an employee has been injured on the job, if any. Please also indicate how much time such employees were off work because of the sustained injury(ies).
3. Provide up to 3 references from prior clients. These may be in the form of written letters from the clients or contact information.
4. Provide a reference from your banking institution as to your standing with the bank. Please also indicate whether your company has filed for bankruptcy within the last two years or whether the company is currently insolvent.
5. Proof of company payroll status and social insurance status.
6. Indicate whether your company provides apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether the company provides training to current employees.
7. Indicate the total number of employees working at the company (full-time and part-time) and the number and percentage of Bermudian employees.
8. Indicate whether the company has an environmental policy and, if so, please provide a copy.
9. Indicate whether the company has a Safety and Health policy and, if so, please provide a copy.
10. Provide a list of your company principals and the business's details.
11. Indicate whether the company or its principals have participated in any business skills training either with the Bermuda Economic Development Corporation or otherwise.
12. Provide a duly signed Certificate of Confirmation of Non-Collusion form.  
The Certificate of Confirmation of Non-Collusion form must be signed and returned with contractor's response.



(11) Award of Contract

- a) The Government will award the contract to the two bidders whose proposals have been determined to be substantially responsive to the tender documents and who, in the opinion of the Government, have offered the best proposals taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposals received.
- b) Government's Right to accept any Proposal and to reject any or all tender.
  - 1) The Government does not bind himself to accept the lowest or any proposals and reserves the right to reject any proposal and, and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Government's action.
  - 2) The Government may declare the request for proposals void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.

(12) Notification of Award

- 1) Prior to the expiration of the period of bid validity prescribed by the Government, the Government will notify the successful two bidders by email or facsimile confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government will pay to the Contractors in consideration of the execution, completion and maintenance of the Works by the Contractors as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 2) The notification of awards in writing will constitute the formation of the Contract.
- 3) The Government will promptly notify the unsuccessful bidders in writing.

(13) Signing of Contract Agreement

- 1) At the same time that he notifies the two successful bidders that their tender has been accepted, the Government will send the Bidders, the Form of Agreement provided in the tendering documents, incorporating all agreements between the parties.
- 2) Within 14 days of receipt of the Form of Agreement, the successful two bidders shall sign the Form and return it to the Government.

**End of Instructions to Tenderers**



**FORM OF TENDER**

(Note: all sheets form part of the tender)

**PROVISION OF MAINTENANCE WORKS TO THE BERMUDA RAILWAY TRAIL  
 (EASTERN OR WESTERN PARISHES)**

**LUMP SUM BID**

**TO: PERMANENT SECRETARY, Ministry of Environment and Planning**

Having examined the tender documents and visited the sites for the above work, we the undersigned, offer to undertake the provision of maintenance works to the Bermuda Railway Trail Eastern or Western parishes (circle one) for two (2) years at the total sum of:

<b>EASTERN PARISHES</b>	<b>LUMP SUM BID (\$)</b>
<i>(Fixed Price Bid - Figures)</i>	
<i>(Fixed Price Bid - in Words)</i>	

<b>WESTERN PARISHES</b>	<b>LUMP SUM BID (\$)</b>
<i>(Fixed Price Bid - Figures)</i>	
<i>(Fixed Price Bid - in Words)</i>	

We agree to abide by this tender for **NINETY (90)** calendar days from the date fixed for receipt of bids, and understand that you may accept/reject any bid you may receive.

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**FORM OF TENDER (CONTINUATION)**

(Note: all sheets form part of the tender)

**PROVISION OF MAINTENANCE WORKS TO THE BERMUDA RAILWAY TRAIL  
 (EASTERN OR WESTERN PARISHES)**

**SCHEDULE OF RATES**

All rates and prices (in Bermuda dollars) in the schedule are to be **inclusive of materials and related accessories, placement, overhead and profit**. These rates shall be used for determining additions and deletions from the contract sum.

	<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>COST</u></b>
1.0	Labour		
1.1	Workman	per hour	
1.2	Supervisor	per hour	

For variations to the contract not covered in the preceding unit price categories, the price will be determined on the basis of the base material and service cost plus **5%** for overhead and **10%** for profit and applied to the base cost.

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**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

**Notes for the tenderer/bidder**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principle, state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the process, the bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter.

False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding for future contracts tendered by the Government of Bermuda.

**Confirmation of non-collusion**

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any additional information, other than that contained within the tender pack, or supplementary information provided to all bidders.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of

\_\_\_\_\_





**FORM OF TENDER (CONTINUATION)**  
(Note: all sheets form part of the tender)

**PROVISION OF MAINTENANCE WORKS TO THE BERMUDA RAILWAY TRAIL  
(EASTERN OR WESTERN PARISHES)**

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows:

Insert addenda # \_\_\_\_\_

**SIGNED:**  
(signature) \_\_\_\_\_

(block letters) \_\_\_\_\_

**ON BEHALF OF:**  
(company) \_\_\_\_\_

(mailing address) \_\_\_\_\_

\_\_\_\_\_

(email) \_\_\_\_\_

(contact #'s) (Telephone) \_\_\_\_\_

(Mobile) \_\_\_\_\_

DATE: \_\_\_\_\_



**FORM OF TENDER (CONTINUATION)**  
 (Note: all sheets form part of the tender)

**DETAILS**

<b>Bidder's Name</b>	
<b>Address:</b>	
<b>Phone number:</b>	
<b>Email:</b>	
<b>Website:</b>	
<b>Principals Name and Titles</b>	
<b>A copy of the Certificate of Incorporation of the Company must accompany this form</b>	
Payroll Tax Number	
Social Insurance Number	
Name of Workmen's Compensation Insurance Company	
Workmen's Compensation Insurance Policy Number	
Name of Contractor's Third Party Insurance Company	
Third Party Insurance Policy Number	
Name of Primary Bank	



## **BERMUDA RAILWAY TRAIL MAINTENANCE WORKS (EASTERN OR WESTERN PARISHES)**

### **DESCRIPTION OF WORKS/ LANDSCAPE MAINTENANCE SPECIFICATIONS** **(APPENDIX A)**

#### **1. INTRODUCTION:**

The Bermuda Railway Trail is the responsibility of the Ministry of Environment and Planning, Department of Parks. The Bermuda Railway Trail is a Category B Park, protected under the Bermuda National Parks Act 1986. The trail has been set aside for the purpose of creating a linear park linking Bermuda's green spaces, passing as it does from east to west through many tourist attractions, public beaches, nature reserves and national parks.

#### **2. BREAKDOWN OF EASTERN AND WESTERN PARISHES:**

##### Western Section

##### **Trimingham Hill roundabout to Somerset Bus Terminal**

Consisting of the start of the trail at the Trimingham Hill roundabout to Grape Bay Drive, to Tankfield Hill, to South Shore Road, to Ord Road S-Hill, to Tribe Road #4 Warwick, to Cobb's Hill Road, to Tribe Road #2 Warwick, to Ord Road, to Witchery Lane, to Rocklands Road, to Khyber Pass (incorporating Bulkhead Drive), to Stadium Lane, to Tribe Road # 7 Warwick, to Camp Hill Road, to Tribe Road #1 Southampton, to Colony Valley Road, to Scenic Heights Pass, to Riviera Road, to the Southampton Princess, to Lighthouse Road (incorporating Shawn Acres Lane), to Tribe Road #2 Southampton, to the Middle Road lay by adjacent to the tunnel, to Church Road, to Newport Gardens, to Barnes Corner, (the Barnes Corner/Middle Road verge section is maintained by a Western Parks maintenance crew), to Franks Bay, to Sunny Lea Lane, to Cedar Hurst Place (the roadside verge section is maintained by a Western Parks maintenance crew), to West Whale Bay Road, to Middle Road, to Tribe Road #5 Southampton, to Georges Bay Road, to Overplus Lane, to the top of the southern embankment at Somerset Bridge inlet (Wharf Drive), to Bluebird Lane, to Lantana Lane, to Scaur Fort Waterfront, to Soundview Road, to Scott's Hill Road, to Broome Street, to Beacon Hill Road, to the Somerset Terminus now used as the Somerset Bus Depot.

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## **BERMUDA RAILWAY TRAIL MAINTENANCE WORKS (EASTERN OR WESTERN PARISHES)**

### **DESCRIPTION OF WORKS/ LANDSCAPE MAINTENANCE SPECIFICATIONS (CONINTUATION)**

#### Eastern Section

#### **Wellington Street at Tiger Bay to Palmetto Road bus depot**

Consisting of the paved layby section adjacent to Wellington Street at Tiger Bay, past the “Welcome to St. George’s sign”, to the bus layby where the trail crosses Wellington Street, to the paved section of road known as Wellington Lane, to Wellington Hill, to Wellington Back Road, from Wellington Back Road crossover to the end of Wellington Back Road, footpath from the trail to Wellington Back Road, to the centre of the old via duct, to the drive opposite Bartrams Island in Mullet Bay, to the eastern boundary fence of the Shell Oil Compound, to the first section diverting the trail over the crest of Sugar Loaf Hill down to Ferry Point Road, along side the eastern boundary of the Shell Oil compound, to the western boundary of the Esso Oil compound to the Aster Halt buildings, to the eastern end of the rock cut to the west of Lovers Lake, to the paved section of cross over leading to the Old Military Cemetery, to the access path to Whalebone Bay from the trail, to the trail end at Ferry Point, trail continues through Coney Island Park, past Sea Breeze Oval car park to Ducks Puddle Drive, to Coney Island Road, to the western end of the paved drive to the private residence (‘Rugged Rocks’) opposite Callen Glen Drive on North Shore Road, to the western over look in Bailey’s Bay, to the foreshore section at Winton Hill, to the swimming dock at Francis Patton School, to the bottom of Redkiln Road, to the western over look at Crawl Waterfront Park, to the trail opposite Shelly Bay Market Place, to the path leading to Burchall’s Cove Park, to the eastern over look on the spur of trail from Old Road, to Shelly Bay Park to a point opposite Stonehaven Road on North Shore Road, to the western side of the Railway Trail Museum Shop, to the western over look on Flatts Inlet, to the cross over on North Shore Road, to the base of the steps on the drive to the private residence known as ‘Timberly’, to Store Hill, to Cable Hill, to Ariel View Road, to Foothills Road, to Loyal Hill Road, to Long Range Hill, to the Barker Hill overpass bridge, to Palmetto Road bus depot.

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## **LANDSCAPE MAINTENANCE SPECIFICATIONS (APPENDIX A)**

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**A. PRELIMINARIES**

**A.01. General Standards and Expectations**

A.01.01. The Department of Parks as the Government Department tasked with the maintenance and development of the Bermuda Railway Trail as part of the Bermuda National Parks Act (1989), is committed to providing the trail as a comprehensive recreational, educational and amenity resource that will encourage both local and visiting users to enjoy Bermuda's diverse landscape and natural history features. This policy requires the outcome of this contract to sustain the physical assets of the trail and maximize user satisfaction by:-

- diligently and continuously maintaining all specified areas
- ensuring the trail is available for use by the public at all times without obstruction or inconvenience
- preparing all areas to the standards described herein

A.01.02 The whole of the work shall be carried out in a thoroughly professional manner in accordance with accepted and recognized horticultural standards and good working practice.

A.01.03 For the purposes of this contract the Bermuda Railway Trail property includes all the land, fixed physical equipment, signage, growing plants and vegetation as described in the attached map series and schedule. The Bermuda Railway Trail property shall not be used by the contractor for any other purpose than specified. The contractor should not knowingly permit any access or use by other persons than that prescribed and permitted by the Department of Parks.

A.01.04 The contractor shall ensure that the Bermuda Railway Trail property is protected against accidental or negligent damage likely to be caused through undertaking the works specified herein.

A.01.05 The contractor shall have free access to the sites for the duration of the works. Access shall be only by agreed routes via public right of ways.

A.01.06 Notwithstanding the above, the Supervising Officer may at times restrict or prohibit the contractor access at specific



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times considered by the Department of Parks to be necessary or desirable. A minimum of ten working days notice will be given in this instance. The Department of Parks shall not bear the cost of any such delay or denial of access; the contractor shall be expected to alter their work routine accordingly.

- A.01.07 Public access must not be denied or impeded by contract activity unless previously approved by the Supervising Officer.
- A.01.08 Every courtesy and assistance shall be given by the contractor's staff to members of the general public using the Bermuda Railway Trail.
- A.01.09 Any damage caused by the contractor in carrying out the works of this contract shall be immediately made safe and repaired to the satisfaction of the Supervising Officer at the earliest convenient time, or as directed and at the sole cost of the Contractor.

**A.02 Management Of The Works**

- A.02.01 The overall management of the Bermuda Railway Trail detailed herein remains the prerogative of the Department of Parks. The Supervising Officer reserves the right to prescribe the type and timing of all the work to be undertaken.
- A.02.02 The contractor is responsible for planning, supplying, undertaking the specified tasks and monitoring the standard of work produced.
- A.02.03 The contractor shall ensure that when work is in progress there is a nominated competent person authorised by the contractor to receive instructions from the Supervising Officer. The contractor's representative shall be responsible for ensuring that works are progressed in accordance with and to the standards specified herein.
- A.02.04 The contractor shall provide sufficient supervisory and managerial staff to fully control, organize and monitor all the activities undertaken by the contractor's employees.
- A.02.05 Joint inspections by the Supervisory Officer and the contractor shall be made at monthly intervals.



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- A.02.06 Each task at any site shall be continuously progressed to completion without undue delay except for natural work breaks, unless programmed otherwise. Allied tasks shall be completed at the same time. (i.e. once an area of grass is mown, raking and removal of debris will be carried out in the same visit)
- A.02.07 Work shall only be undertaken between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. The contractor is not permitted to carry out maintenance on Sundays or public holidays.
- A.02.08 The contractor shall provide all the necessary labour for the completion of the works. No operative shall be employed on any task or operate any machinery or equipment they have not been adequately trained to undertake and use.
- A.02.09 The contractor is solely responsible for the good behaviour of operatives while they are employed on site. However, the Supervising Officer may recommend exclusion from the contract for any reasonable cause.
- A.02.10 The contractor shall prevent dust, vegetation, clippings and non-essential vehicular movements or other action, from creating a nuisance to the public.

**A.03 Equipment and Machinery**

- A.03.01 The contractor is responsible for the selection, purchase and maintenance of all equipment and machinery needed to carry out the work detailed in this specification.
- A.03.02 Work equipment shall be in good working order before commencing work. Any defects shall be remedied before the equipment can be used on this contract.
- A.03.03 Work equipment shall only be used for the purpose for which it is designed and according to A.02.08.
- A.03.04 All safety features, covers, decals etc. shall be fitted and maintained as per manufacturer's specifications.
- A.03.05 Work equipment may only be stored in places designated by the Supervising Officer. Equipment shall not be left unattended on site without the express permission of the Supervising Officer.





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**A.04 Disposal**

A.04.01 The contractor shall clear away all debris and rubbish, excluding grass clippings as the work proceeds. The contract area is to be left clean and tidy when the contractor leaves site at the completion of each work day.

A.04.02 All horticultural debris, not recycled on site, shall be removed to the Marsh Folly Waste Depot or a similarly approved facility.

A.04.03 All woody horticultural waste may be shredded on site and spread evenly in adjacent hedge or wooded areas.

**A.05 Policy Compliance**

A.05.01 The contractor is required to comply with the Government of Bermuda policies as described in the following Acts of Parliament:-

- Health and Safety at Work
- CURE
- Employment
- Environmental Protection

A.05.02 The Department of Parks, acting as a good employer, reserves the right to monitor the contractor's recruitment and management policies to ensure necessary compliance.

**A.06 Health and Safety**

A.06.01 The contractor shall adopt working practices in accordance with the Bermuda Occupational Safety & Health Act Regulations of 2009.

A.06.02 The contractor shall adopt working practices that safeguard the environment from pollution, noise and other hazards.

A.06.03 The contractor will ensure, as far as reasonably practical, that members of the public using the Bermuda Railway Trail are not put at risk by the works being undertaken by the contractor.

A.06.04 All persons operating machinery and equipment shall be issued with and wear the requisite personal protective



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equipment (P.P.E.) as specified by the manufacturer which will be supplied by the contractor.

A.06.05 The contractor will record every incident and occurrence that contravenes these policies and maintain an accident/injury log. All such incidents will be reported to the Supervising Officer at the earliest convenience.

A.06.06 The contractor shall provide all necessary barriers, cones, signage and notices around works where public protection is deemed to be required. It shall be the contractor's responsibility that its representatives use such precautions as required.

**A.07 Communication and Documentation**

A.07.01 The contractor will have an adequate telephone and fax facility in an agreed administrative location which will be used in connection with this contract. The contractor's representatives on site will also have a mobile phone contact during working hours.

A.07.02 The contractor shall complete and submit the following documentation and reports on a monthly basis (due by the 5<sup>th</sup> working day of each month for the previous months work):-

- Job sheet with work completed each month.
- Damage reports to structures, gates, fences etc.
- Accident reports for contractors staff and third party incidents
- Technical reports for chemical/fertilizer applications etc.

A.07.03 The contractor shall report all incidences of damage to the Bermuda Railway Trail as described in the schedule of works either through vandalism, natural occurrences or wear and tear to the Supervising Officer at the earliest convenience.

**A.08 Publicity and Public Awareness**

A.08.01 The Department of Parks requires the contractor to maintain a high public profile and promote the Department policy of providing a safe, high quality amenity, educational and recreational resource.



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A.08.02 The contractor shall have the right to ask members of the public to move or detour so that work can be progressed to completion but must take into account known use patterns and avoid times of maximum use.

**B. GRASS MAINTENANCE**

**B.01 Grass Maintenance - General**

B.01.01 For the purpose of this specification grass areas are defined as follows:-

- General amenity flat grass areas that provide informal recreational use
- Flat verge areas to each side of the trail
- Flat grass central median of the trail

B.01.02 Cutting and treatment regimes shall be appropriate to the type of grass area being treated.

B.01.03 All litter, stones and other debris shall be collected immediately prior to cutting or treatment being undertaken.

B.01.04 The contractor shall use appropriate equipment and machinery driven or operated at the appropriate speed for each task.

B.01.05 The contractor shall ensure that equipment and machines do not damage the grass sward or its visual appearance.

B.01.06 Once mowing or treatment has started on a site, it shall be completed in one operation.

B.01.07 The contractor shall immediately on completion of a task, or at the end of each working day, remove above mentioned litter and debris and any excess grass clippings.

B.01.08 Every care shall be taken when mowing around isolated trees in grass areas. Where overhanging branches prevent machinery access, grass shall be cut by other appropriate means.

B.01.09 Damage to trees and other vegetation by mechanical or other means shall be avoided at all times.

B.01.10 Applications of liquid herbicide shall be made only during appropriate weather conditions as per manufacturer's



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instructions and good working practice to maximize effectiveness and minimize drift and waste.

B.01.11 Applications of granular herbicides or fertilizers shall similarly be made only during appropriate weather conditions as per manufacturer's instructions and good working practice to avoid damage to foliage through scorching and to maximize effectiveness.

B.01.12 Care shall be taken at all times to ensure personal and third party risk is at a minimum when carrying out above turf treatment operations.

**B.02 Grass Cutting**

B.02.01 St Augustine and Bermuda grass sward should be cut to a minimum height of 2.5".

B.02.02 Zoisya grass sward should be cut to a minimum height of  $\frac{3}{4}$ ".

B.02.03 No grass sward should be allowed to exceed 6" in height at any time. Mowing operations should be scheduled accordingly throughout the year.

B.02.04 Grass should be cut to a consistent height over the entire areas. There shall be no tufts above the general sward levels. Nor shall there be any scalped areas within the sward areas.

B.02.05 When inclement weather conditions delay normal cutting schedules the contractor is required to resume the work as soon as possible and is required to catch up with work not completed to the specified standards.

B.02.06 When weather conditions inhibit grass growth the Supervising Officer may instruct the contractor to vary the minimum height of the cut.

**B.03 Trimming/Edging**

B.03.01 Trimming edges of grass areas shall be carried out in conjunction with mowing using an appropriate line trimmer.

B.03.02 No damage shall take place to trees, vegetation or physical structures during above trimming operations.



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**B.04 Weed Treatments**

- B.04.01 Cane grass (*Panicum* spp.) in verges or adjacent areas to Bermuda Railway Trail shall be eradicated by either manual grubbing out or treatment with a systemic herbicide.
- B.04.02 Care shall always be taken to select the appropriate above method to ensure no damage to adjacent plantings.
- B.04.03 Areas or individual clumps of cane grass shall be treated with systemic herbicide a minimum of three (3) times annually or as required to ensure no regeneration of same.
- B.04.04 All grass areas shall be treated with a selective herbicide to control cape weed, wire weed and bull grass twice per year as follows:-
- 1<sup>st</sup> application in mid April
  - 2<sup>nd</sup> application (if required) four (4) weeks after 1<sup>st</sup> application
  - 3<sup>rd</sup> application in mid September

**B.05 Fertilizers**

- B.05.01 A high nitrogen turf fertilizer shall be applied twice per year roughly three weeks following the above turf treatments using an appropriate broadcast spreader.
- B.05.02 Care shall be taken at all times to avoid drift and risk to adjacent plantings, wild life etc.
- B.05.03 Adequate care shall be taken at all times to ensure members of the public are made aware of applications and are able to take necessary precautions to avoid risk of contamination.

**C PRUNING AND TREE REMOVAL**

**C.01 Pruning - General**

- C.01.01 For the purpose of this specification pruning is defined as follows:-
- trimming of adjacent hedges
  - reduction of individual trees and/or shrubs in order to achieve required clearances
  - cleaning out damaged or unhealthy growth



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- C.01.02 Pruning methods and timing shall be appropriate to species being pruned.
- C.01.03 Pruning techniques shall be in accordance with accepted horticultural standards and best practice.
- C.01.04 The contractor shall use the appropriate tools and equipment for each task. Tools shall be sharp and in good working order.
- C.01.05 Care shall be taken to ensure tools and equipment are regularly cleaned to prevent the transmission of pests and diseases.
- C.01.06 Use of machetes is not permitted.
- C.01.07 The contractor shall ensure that damage to adjacent limbs or other vegetation is avoided at all times.
- C.01.08 The contractor shall immediately on the completion of a task, or at the end of the working day remove all arisings.

**C.02 Pruning – Individual Species**

- C.02.01 The contractor shall prune vegetation adjacent to the Bermuda Railway Trail twice per year or as required, seasonally appropriate to individual species, to maintain the following clearances along the trail:-
- minimum average width of 12'
  - minimum height clearance of 15'
- C.02.02 Limbs shall be pruned back to sound, living stems with a diameter of no less than ¼ the size of the limb being removed.
- C.02.03 Care shall be taken at all times to avoid damage to the branch “collar” and maintain pruning angles in accordance with good horticultural practice. No unsightly stumps shall be left.
- C.02.04 Dead, damaged or diseased limbs shall be removed when pruning individual species.
- C.02.05 Care shall be taken at all times to maintain a balanced, well shaped crown.



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**C.03 Pruning Hedges**

- C.03.01 For the purposes of this specification hedges shall be defined as densely growing groupings of the same or similar species.
- C.03.02 Small leaf hedge species shall be pruned with mechanical or manual shears.
- C.03.03 Small leaf hedge species shall be pruned to provide a consistent finish to top and sides, leaving an even foliage cover.
- C.03.04 Large leaf hedge species (i.e. hibiscus, oleander, match-me-if-you-can etc.) shall be pruned with hand shears or loppers removing equal proportions of mature growth and new growth, thinning the crown equally to provide an even informal finish.
- C.03.05 Hedges shall be pruned to achieve a slightly tapered edge, being thicker at the bottom than at the top.

**C.04 Tree Removal**

- C.04.01 For the purposes of this contract the contractor will remove only trees that are deemed to be of a pest species or trees specified by the Supervising Officer.
- C.04.02 Pest species will include but not necessarily be limited to:-
- Mexican Pepper (Schinus spp.)
  - Casuarina (Casuarina spp.)
  - Chinese Fan Palm (Livingstonia spp.)
  - Indian laurel (Ficus retusa sp.)
  - Kudzu (Pueraria lobata sp.)

and all saplings with a girth of 6" or less and self seeded juvenile growth within the areas described in the attached schedule shall be removed by the contractor.

- C.04.03 The Supervising Officer may specify other species or specimens for removal by the contractor limited to the size as described above.
- C.04.04 Trees shall be felled in sections to avoid damage to adjacent plantings, structures etc.



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C.04.05 Stumps of cut specimens shall be treated with Garlon 4 herbicide or a suitable herbicide.

**D. SURFACING**

**D.01 Surfacing - General**

D.01.01 For the purpose of this specification surfacing shall be defined as follows:-

- crushed stone or compacted gravel
- asphalt surfacing
- timber steps treads or decking

D.01.02 Materials shall be as specified below or approved by the Supervising Officer.

D.01.03 The contractor shall make available samples of proposed materials for approval by the Supervising Officer.

D.01.04 The contractor shall use the appropriate equipment for each task.

D.01.05 The contractor shall maintain all surfaces to a consistent running level, with no gullying or erosion damage, to a tolerance of 2" level change in 1 square yard.

D.01.06 All surfaces shall be maintained with a pitch or camber to allow surface water to drain away from main trail areas.

D.01.07 The contractor shall ensure that all catch basins and disposal gullies are cleaned out on a regular basis and maintained in a free flowing state.

D.01.08 The contractor shall ensure that all step treads and risers are sound and make remedial repairs as required.

D.01.09 The contractor shall report any significant deficiencies to the Supervising Officer as soon as possible. A mutual agreement will be made between the contractor's representative and the Supervising Officer as to whether repairs to same would be deemed to be within the contract.

**D.02 Surfacing – Crushed Stone/Gravel**

D.02.01 The contractor shall maintain all existing gravel, compacted aggregate or compacted natural material surface with crusher run Bermuda Stone to a 5/8" to dust tolerance.





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D.02.02 The above material will be made up in 3" layers, wetted down and compacted evenly with a vibrating roller or plate compactor.

**D.03 Surfacing – Asphalt**

D.03.01 The contractor shall maintain all existing asphalt macadam surfaces with hot mix macadam, where damage, pot holes etc. occur.

D.03.02 Where entire surface has been compromised the contractor shall make up the sub-base to 3" below required finished grade with crushed stone as above. (D.02)

D.03.03 A base course of 5/8" aggregate hot mix asphalt will be made up in layers of 1", each compacted by vibrating roller or plate compactor to 1" below required finished level.

D.03.04 The final levels will be made up with 1/4" aggregate hot mix asphalt wearing course and compacted as above to achieve finished level.

**D.04 Surfacing – Timber**

D.04.01 The contractor shall ensure that all existing timber elements of the surface are sound, free from rot or excessive wear and damage and fixed securely.

D.04.02 The contractor shall replace damaged, rotten or unsound timber with pressure treated pitch pine, free from cracks, shakes and excessive warping.

D.04.03 All cut ends of timber shall be treated with suitable wood preserver as per manufactures recommendations prior to installation.

D.04.04 All fixings shall be exterior grade hot dip galvanized.

D.04.05 Step treads and risers shall be fixed with 1/2" galvanized re-inforcing bar driven through predrilled pilot holes at 1' on centre to a minimum depth of 2'. Re-inforcing bar shall be countersunk to 1" below step surface.

**E. FENCING**

**E.01 Fencing - General**

E.01.01 For the purposes of this specification fencing will be described as:-

- timber post and rail



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- timber gates/moveable barriers
- galvanized metal gates

E.01.02 Material shall be as specified below or approved by the Supervising Officer.

E.01.03 The contractor shall make available samples of proposed materials for approval by the Supervising Officer.

E.01.04 The contractor shall use the appropriate tools and equipment for each task.

E.01.05 The contractor shall maintain all fences and gates to a consistent safe standard with sound firm fixings and joints and ensure all moving parts and lock mechanisms are free and operational.

E.01.06 The contractor shall report any significant deficiencies to the Supervising Officer as soon as possible. A mutual agreement will be made between the contractor's representative and Supervising Officer as to whether repairs to same would be deemed to be within the contract.

**E.02 Fencing - Timber**

E.02.01 Any existing timber post and rail fence which is less than 50% serviceable shall be deemed unsafe and replaced under a separate contract. All other fencing will be maintained under this contract.

E.02.02 Timber shall be pressure treated pitch pine, free from cracks, shakes or excessive warping and of size, dimension and style to match existing.

E.02.03 All cut ends of timber shall be treated with suitable wood preserver as per manufactures recommendations prior to installation.

E.02.04 All fixings and tie straps shall be exterior grade hot dip galvanized.

E.02.05 Posts shall be maintained at no more than eight feet (8') on center.

E.02.06 Replacement posts shall be set a minimum depth equivalent to one third post height in concrete foundation.



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**E.03 Gates – Metal**

- E.03.01 Any existing metal gate which is less than 50% serviceable shall be deemed unsafe and replaced under a separate contract. All other gates shall be maintained as part of this contract.
- E.03.02 Metal stock shall be hot dip galvanized free from rust, damage etc. of size and dimensions and style to match existing.
- E.03.03 All cut areas; welds etc. shall be treated with cold treatment galvanizing paint in grey.
- E.03.04 All moving parts, lock mechanisms etc. will be lubricated at least four (4) times yearly or as required to be kept serviceable and free from rust.
- E.03.05 All gates will be prepared and painted once during the duration of the contract period to include:-
- scraping, chipping or wire brush to remove rust back to clean metal
  - sanding and other preparation as required
  - two (2) coats of cold treatment galvanizing paint (grey).

Painting will be scheduled in order of priority according to current condition of gates.

**F. SIGNS**

**F.01 Signs - General**

- F.01.01 For the purpose of this specification signs will be described as existing or newly installed:-
- directional for trail and related areas
  - interpretive for points of interest
  - identification of trail
  - traffic calming/advisory
- F.01.02 All new signage will be provided by the Department of Parks and erected under a separate contract.



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- F.01.03 The contractor shall make available samples of proposed maintenance materials for approval by the Supervising Officer.
- F.01.04 The contractor shall use the appropriate materials, tools and equipment for each task.
- F.01.05 The contractor shall report any significant deficiencies to the Supervising Officer as soon as possible. A mutual agreement will be made between the contractor's representative and the Supervising Officer as to whether repairs to same would be deemed to be within the contract.

**F.02 Signs Maintenance**

- F.02.01 All sign faces, script and images will be maintained in a clean state, free from dirt, graffiti etc.
- F.02.02 All signs shall be maintained in an orientation to achieve the greatest impact or effect.
- F.02.03 All reverse faces will be kept free of graffiti etc. through cleaning or painting.
- F.02.04 All supporting posts and fixings will be maintained in a manner appropriate to the material as described in sections E.02 or E.03 above.
- F.02.05 All metal supporting posts will be prepared and painted once during the duration of the contract period as described in E.03.05 above.

**G. BENCHES**

**G.01 Benches - General**

- G.01.01 For the purposes of this specification- benches will be described as existing or newly installed:-
- bench seats (concrete and timber)
  - picnic tables
- G.01.02 All new benches will be provided by the Department of Parks and placed out under a separate contract.
- G.01.03 The contractor shall make available samples of proposed maintenance materials for approval by the Supervising Officer.



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- G.01.04 The contractor shall use the appropriate materials, tools and equipment for each task.
- G.01.05 The contractor shall report any significant deficiencies to the Supervising Officer as soon as possible. A mutual agreement will be made between the contractor representative and the Supervising Officer as to whether repairs to same would be deemed to be within the contract.

**G.02 Benches – Maintenance**

- G.02.01 All benches will be maintained in a clean state, free from dirt, graffiti etc.
- G.02.02 All slats, joints, fixings etc. will be maintained in a manner appropriate to the material.
- G.02.03 All slats, joints etc. will be maintained to snug fit and free from cracks, splinters etc.

**H LITTER AND RUBBISH REMOVAL**

**H.01 Litter and Rubbish Removal – General**

- H.01.01 For the purposes of this contract litter and rubbish shall be described as:
- items of paper, plastic, glass, aluminum etc.
  - bulky household items such as appliances, furniture, bagged waste
  - cycles, motor bikes, etc. or parts thereof.

Accidentally or illegally deposited on the trail and its surround;

- H.01.02 All illegally dumped or abandoned items should be reported to the Supervising Officer and attempts should be made to identify the responsible parties prior to removal from site.
- H.01.03 All above mentioned items should be removed by the contractor to the appropriate dumping facility as specified by the Ministry of Works and Engineering Waste Management Section.



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**H.02            Litter Removal**

- H.02.01        All small litter items should be picked up and bagged for removal prior to commencing work in any particular area.
- H.02.02        The contractor shall remove all bagged litter from site at the completion of each task or at the end of each working day.

**H.03            Bulky Waste Removal**

- H.03.01        The contractor shall ensure that all illegally dumped bulky household and commercial items are removed from the Bermuda Railway Trail system.
- H.03.02        Bulky waste items may be gathered and stock piled at central locations prior to removal but must not be left for a period of more than one week (5 working days).
- H.03.03        The contractor shall report the location of items that have been illegally dumped along the Bermuda Railway Trail system to the Supervising Officer as soon as possible. A mutual agreement will be made between the contractor's representative and the Supervising Officer as to whether collection and disposal of bulky waste items to same would be deemed to be within the contract.

**END OF DESCRIPTION OF WORKS/ LANDSCAPE MAINTENANCE SPECIFICATIONS**



## MAINTENANCE WORKS CONTRACT

(Sample only)

### PROVISION OF MAINTENANCE WORKS TO THE BERMUDA RAILWAY TRAIL (EASTERN OR WESTERN PARISHES)

This **CONTRACT** made the **xx day of xx, 2014**, between the **Government of Bermuda** as represented by the Minister of Environment and Planning (hereinafter called “the Employer”) of the one part, and **Contractor** (hereinafter called “the Contractor”) of the other part.

**WHEREAS** the Employer is desirous that certain services should be provided, viz.:-

**Provision of Maintenance Works to the Bermuda Railway Trail (Eastern or Western Parishes)** and has accepted a Tender by the Contractor for the provision and completion of such services as described in the documents listed under 1 (b) and (c).

NOW THIS PROVIDES as follows:

1. The following documents shall be deemed to form and be read and provided as part of this Contract, viz.:-
  - (a) Form of Tender
  - (b) Description of Works
  - (c) Landscape Maintenance Specifications
  
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned the contractor hereby covenants with the Employer as follows:
  - (a) to provide and complete the services at their own cost and charge in a safe, responsible, and work like manner with a competent workforce and with proper tools and materials, with all necessary equipment to be approved by the Employer and will replace any part of the services which the Employer shall require to be replaced or which has not been executed in accordance with the Specifications or with this Contract.
  - (b) to commence provision of services upon the date specified in Item (a) of the Schedule and to provide the services for the period specified in Item (c) of the Schedule, accident by storm or other unforeseen accident only accepted.
  
3. It is hereby agreed by and between the parties hereto:-
  - (a) that if at any time the services being provided are not proceeded with at a rate or in a manner which in the opinion of the Employer will not enable the services to be completed by the Contractor on time or in accordance with the specifications, then the Employer may employ additional resources to complete the services and the costs of the completion of the services may be retained out of any money payable or which may become payable to the Contractor out of the Consolidated Fund or the payment may be enforced as a debt to the Government.



(b) that the Contractor shall reimburse the Employer any expenditure or loss of revenue incurred by the Employer as a result of the services to be provided by the Contractor not having been executed in accordance with the said Specifications or with this Contract.

4. It is further agreed that this contract shall not be assigned in whole or in part to any other person or business entity without the previous consent in writing from the Employer.
5. In consideration of the services being provided and completed according to this contract, they shall be paid to the Contractor out of such monies as the Legislature of Bermuda has granted or shall grant for the services and as far as the same shall suffice, the contract price specified in Item (b) of the Schedule to be paid in arrears in the following manner:

Upon submittal of an invoice and associated documentation for maintaining the eastern or western parishes of the Bermuda Railway Trail, the Employer shall pay the monthly fixed price as specified in Item (d) of the Schedule or calculated pro-rata for part monthly periods.

6. (a) The Employer, without invalidation of the Contract, may make changes, by altering, adding to, or deducting from the scope of services, the contract price being adjusted accordingly. All such changed services shall be executed under the conditions of the original contract and the value of any such changes shall be determined by agreement at the time of ordering.

(b) Either party may terminate this contract by giving three (3) months' prior notice in writing to the other party.

7. If by reason of any revaluation of the currency of Bermuda or any enactment of the legislature of Bermuda or of any imposition of currency restrictions in Bermuda there shall during currency of the Contract, be any increase or decrease in wages, or the rates of wages or in allowance or rates of allowances payable to or in respect of labour of any kind prevailing at the date of the tender or any increase(s) or decrease(s) shall result in the increase or decrease of cost to the Contractor in carrying out the works, the net increase or decrease of the cost shall form an addition or deduction as the case may be to or from the Contractor Price and be paid to or allowed by the Contractor accordingly.

Provided that no addition shall be made to the Contract Price and be paid to the Contractor in respect or any increase in the cost of materials prevailing at the date of tender by reason of any of the aforementioned contingencies if any at the time between the date of tender and the occurrence of the contingency causing or giving rise to such increase, it was possible for the Contractor to have avoided such increase in cost to them by entering into a contract for the supply of such materials to them at a cost generally prevailing therefore before the occurrence of such contingency.

The Contractor shall when practicable after such increase or decrease as is mentioned in paragraph one hereof, give written notice thereof to the Employer.

8. The Contractor shall take full responsibility for the safe operation and adequate maintenance of the tools and equipment used to perform the services and shall also be





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**Department Parks**

- liable for any loss or damage occasioned by them in the course of any operation carried out in connection with providing the services.
9. The Contractor shall, without limiting theirs or the Employer's obligation and responsibilities, insure in the joint names of the Contractor and the Employer against liabilities for death of or injury to any person or loss or damage to any property arising out of the performance of the Contractor. Such third party insurance shall be for at least the amount stated in Item (e) of the Schedule.
  10. This Contract shall be governed by the Laws of Bermuda.



**SCHEDULE**

- (a) Commencement Date: xx, xx, 2014
- (b) Contract Price: \$
- (c) Period of Service: Two (2) years
- (d) Monthly Fixed: \$
- (e) Minimum Third Party Insurance: \$ 1,000,000.00

Signed in duplicate by the Government of Bermuda as represented by the  
 Minister of Environment and Planning or his delegated officer in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness

Signed in duplicate by the Contractor:

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Witness