# CITY OF NEWTON
# PURCHASING DEPARTMENT

***CONTRACT FOR THE***
***PARKS AND RECREATION DEPARTMENT***

## ***PROJECT MANUAL:***

## GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING & PRUNING OF SHRUBS

## 54 LOCATIONS

***INVITATION FOR BID #12-47***

**Pre-Bid Meeting Date: March 7, 2012 at 11:30 a.m.**

**Bid Opening Date: March 15, 2012 at 11:30 a.m.**

**MARCH 2012**

**Setti D. Warren, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

**PURCHASING DEPARTMENT**
**purchasing@newtonma.gov**
**Fax (617) 796-1227**

March 12, 2012

## ADDENDUM #1

INVITATION FOR BID #12-47

**54 SITE GRASS CUTTING & TRIMMING, LEAF REMOVAL, MULCHING & PRUNING OF SCHRUBS**

THIS ADDENDUM IS TO: **Answer the following Questions from the Pre-Bid Meeting:**

Q1. Who had the bid previously?
**A1. It was done in-house by DPW.**

Q2. What do you mean by berms?
**A2. Gutterline of street**

Q3. What about the grass and the Vietnam Memorial?
**A3. The Vietnam Memorial is on a separate grass contract.**

Q4. What's the scope of work when there is no grass?
**A4. Minimal – trimming, weeds, etc.**

Q5. Do we need a detail all the time on state roads?
**A5. The Parks and Recreation Department is not requiring the contractor to use a police detail.**

Q6. How high should pruning by done?
**A6. 8 feet clear through fences**

Q7. How far back for lead removal?
**A7. 15 feet from gutterline. Must be removed, not blown in.**

Q8. Whose responsibility is the dumping?
**A8. Dumping is the responsibility of the Contractor(s). If the contractor is a Newton resident or business, a permit can be obtained**.

Q9. What kind of mulch?
**A9. No specification to determine what kind of tree – just color – black mulch, see Page 49.**

Q10. Who dictates when mowing will be done?
**A10. Derek Mannion from Park & Recreation will determine when to start. Usually around Memorial Day.**

Q11. What was the cost to the government last year for these services? How can I obtain that information?
**A11. This work was previously done by DPW by four men.**

Q12. I believe email Bids are not acceptable. I am assuming envelope should be sent to City Hall Commonwealth Ave. Room 204? Can you confirm?

**A12. Email bids are not acceptable. The bid must be received prior to Bid Opening Date and time at the address shown on the Invitation For Bid page.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.
*Purchasing Department*

# CITY OF NEWTON

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# CITY OF NEWTON

## PURCHASING DEPARTMENT

## INVITATION FOR BID #12-47

The City of Newton invites sealed bids from Contractors for:

**Grass Cutting & Trimming, Removal of Leaves, Mulching & Pruning of Shrubs**
**(*54 Locations)**

**Pre-bid Conference:** **11:30 a.m., March 7, 2012, located at Newton City Hall, Room 204**
**Bid Opening:** **11:30 a.m., March 15, 2012**
at the **Purchasing Department, Room 204, Newton City Hall,** 1000 Commonwealth Ave., Newton, MA 02459.
Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The general scope of this contract shall consist of grass cutting and trimming, removal of leaves, mulching and pruning of shrubs at fifty four (54) sites throughout the City. Work shall also include removal of all debris including downed limbs, obvious large weeds in pre-existing plant mulch beds, and removal of litter from pre-existing plant mulch beds including areas that are to be cut and trimmed before they are cut and trimmed, as well as the removal and legal disposal of all debris generated in performance of the work.

Contract Documents will be available on line at: **www.newtonma.gov/bids** or for pickup at the Purchasing Department after **10:00 a.m., March 1, 2012**. There will be no charge for contract documents.

All bids are subject to the provisions of M.G.L. Chapter 30B. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual**.**

Award will be made to the responsible and responsive bidder offering the lowest total price of the base bid and any accepted alternates.

The contract term shall extend from **July 1, 2012 through June 30, 2013** with the option, at the City's sole discretion, to extend for 2 additional 1 year terms with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

**Bids must be submitted with one ORIGINAL and one COPY.**

All City of Newton bids are available on the City's web site, **www.newtonma.gov/bids** Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
*Purchasing Department*
March 1, 2012

***PLEASE NOTE: the quantity of sites has changed to 54 from what was originally advertised.***

# CITY OF NEWTON

# DEPARTMENT OF PURCHASING

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:

1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

## ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, March 9, 2012 at 12:00 noon.

2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.

2.7 Bidders downloading information off the internet web site are soley responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-47**.

## ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of $10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of $50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR:

* NAME OF PROJECT AND **INVITATION NUMBER**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

4.8 Bids shall be submitted with one **original** and one **copy.**

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City’s exemption Number is E-046-001-404.

**END OF SECTION**

# CITY OF NEWTON

## DEPARTMENT OF PURCHASING

## BID FORM #12-47

**A.** The undersigned, having familiarized him/herself with all local conditions affecting the cost of work agrees to provide all labor, materials, and equipment required to perform the services specified in the documents included in the Project Manual entitled:

**GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES,**
**MULCHING & PRUNING OF SHRUBS**
**54 LOCATIONS**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

**B.** This bid includes addenda number(s) _____, _____, _____,

**C.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount _____%_____Days
Prompt Payment Discount _____%_____Days

**D.** The proposed contract price is as follows per the attached Price Schedules:

| | |
|---|---|
| **BASE BID (Grass Mowing & Trim)** | **$_____** |
| **ALTERNATE 1 (Leaf removal)** | **$_____** |
| **ALTERNATE 2 (Mulching)** | **$_____** |
| **ALTERNATE 3 (Pruning)** | **$_____** |
| **Option 1 – Total for Mulching** | **$_____** |
| **Option 2 – Total for Pruning** | **$_____** |

**COMPANY: _____**

The quantities shown are estimates only. The City reserves the right to adjust quantities of individual tree species, as well as the total quantity of trees planted in accordance with its actual requirements during the contract term. Any necessary adjustments to the contract price will be made in accordance with the unit prices bid above.

**E.** The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Price Schedules, 10 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page

**F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.GI. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____/_____
(Telephone) (Fax)

_____
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**PRICING SCHEDULE**

## BASE BID: GRASS MOWING AND TRIMMING

| Locations | Mowing Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 1. Crafts St. Yard | $_____ | X | 12 | = $_____ |
| 2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands | $_____ | X | 12 | = $_____ |
| 3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave. | $_____ | X | 12 | = $_____ |
| 4. Washington St. berm from Vietnam Memorial to last parking meter (no islands) | $_____ | X | 12 | = $_____ |
| 5. Richardson St. parking lot | $_____ | X | 12 | = $_____ |
| 6. Richardson St. street berm and fence | $_____ | X | 12 | = $_____ |
| 7. Pearl St. parking lot | $_____ | X | 12 | = $_____ |
| 8. Newton Corner Pizzeria Uno's berm | $_____ | X | 12 | = $_____ |
| 9. St. James Street (bridge) berm at Mass Pike heading towards Charlesbank Rd. | $_____ | X | 12 | = $_____ |
| 10. Charlesbank Rd. along fence heading toward Brighton | $_____ | X | 12 | = $_____ |
| 11. Washington St. berm from Jewelry Store to Sullivan Tires | $_____ | X | 12 | = $_____ |
| 12. Davis St. berm along Mass Pike (by Police Annex) | $_____ | X | 12 | = $_____ |
| 13. West Newton islands (by CVS) | $_____ | X | 12 | = $_____ |
| 14. Washington St. berm at Court St. | $_____ | X | 12 | = $_____ |
| 15. Farquhar Rd./Bowers St. along Mass Pike | $_____ | X | 12 | = $_____ |
| 16. 2 Islands and berms at Newtonville Ave. and Walnut St. including up to bridge | $_____ | X | 12 | = $_____ |
| 17. Austin St. parking lot/Phillip Bram Way | $_____ | X | 12 | = $_____ |
| 18. Tody's islands | $_____ | X | 12 | = $_____ |
| 19. West Newton parking lot berm | $_____ | X | 12 | = $_____ |
| 20. Elm St. parking lot | $_____ | X | 12 | = $_____ |
| 21. Police HQ's parking lot | $_____ | X | 12 | = $_____ |
| 22. Court House parking lot/Waltham St. parking lot | $_____ | X | 12 | = $_____ |
| 23. Adams St. parking lot | $_____ | X | 12 | = $_____ |

| Locations | Mowing Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 24. Chapel St. parking lot | $_____ | X | 12 | = $_____ |
| 25. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home | $_____ | X | 12 | = $_____ |
| 26. Stairs leading from Washington St. to Border St. | $_____ | X | 12 | = $_____ |
| 27. 2 Islands at Auburn St. and Washington St. | $_____ | X | 12 | = $_____ |
| 28. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge | $_____ | X | 12 | = $_____ |
| 29. Pine St. dump berm | $_____ | X | 12 | = $_____ |
| 30. Auburndale Sq. parking lot | $_____ | X | 12 | = $_____ |
| 31. Auburn St. along Mass Pike at parking meters up to MBTA parking lot | $_____ | X | 12 | = $_____ |
| 32. Berm at Hess Station plus island | $_____ | X | 12 | = $_____ |
| 33. Grove St. berm (no islands) at bridge | $_____ | X | 12 | = $_____ |
| 34. Route 16 (heading east) from parking lot and around corner | $_____ | X | 12 | = $_____ |
| 35. Route 16 bridge only (no islands) | $_____ | X | 12 | = $_____ |
| 36. On Route 16 east of Route 128 overpass 2 areas on left plus islands at Beacon St. | $_____ | X | 12 | = $_____ |
| 37. Waban Sq. T Bridge both sides | $_____ | X | 12 | = $_____ |
| 38. Evelyn Rd. and Comm. Ave. island | $_____ | X | 12 | = $_____ |
| 39. Bullough's Pond on Walnut St. and Comm. Ave. | $_____ | X | 12 | = $_____ |
| 40. Comm. Ave. and Grant Ave. islands (new) | $_____ | X | 12 | = $_____ |
| 41. Comm. Ave. and Old Colony Rd. island (new) | $_____ | X | 12 | = $_____ |
| 42. Newton Centre parking lot | $_____ | X | 12 | = $_____ |
| 43. Cypress St. parking lot | $_____ | X | 12 | = $_____ |
| 44. Pelham St. parking lot | $_____ | X | 12 | = $_____ |
| 45. Pleasant St. parking lot | $_____ | X | 12 | = $_____ |
| 46. Four corner islands and sidewalk berms | $_____ | X | 12 | = $_____ |
| 47. Brigham House parking lot | $_____ | X | 12 | = $_____ |
| 48. Newton Highlands at Route. 9 from speed limit sign to first house | $_____ | X | 12 | = $_____ |

| Locations | Mowing Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 49. Islands at Winchester St. and Needham St. and Dedham St. | | | | |
| | $_____ | X | 12 | = $_____ |
| 50. Borders along Lagrange St. and Vine St. | | | | |
| | $_____ | X | 12 | = $_____ |
| 51. Border along Wayne St. | $_____ | X | 12 | = $_____ |
| 52. Oak St. and Chestnut St. square (Pettee Sq.) | | | | |
| | $_____ | X | 12 | = $_____ |
| 53. Chestnut St. parking meter area | $_____ | X | 12 | = $_____ |
| 54. Elliot St. pump station | $_____ | X | 12 | = $_____ |

**TOTAL: Base Bid (Grass Mowing & Trimming)** = $_____

***Totals placed here must be carried over to Paragraph "D" of the Bid Form***

## ALTERNATE ONE: LEAF REMOVAL

| Locations | Leaf Removal Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 1. Crafts St. Yard | $_____ | X | 1 | = $_____ |
| 2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands | $_____ | X | 1 | = $_____ |
| 3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave. | $_____ | X | 1 | = $_____ |
| 4. Washington St. berm from Vietnam Memorial to last parking meter (no islands) | $_____ | X | 1 | = $_____ |
| 5. Richardson St. parking lot | $_____ | X | 1 | = $_____ |
| 6. Richardson St. street berm and fence | $_____ | X | 1 | = $_____ |
| 7. Pearl St. parking lot | $_____ | X | 1 | = $_____ |
| 8. Newton Corner Pizzeria Uno's berm | $_____ | X | 1 | = $_____ |
| 9. St. James Street (bridge) berm at Mass Pike heading towards Charlesbank Rd. | $_____ | X | 1 | = $_____ |
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| 11. Washington St. berm from Jewelry Store to Sullivan Tires | $_____ | X | 1 | = $_____ |
| 12. Davis St. berm along Mass Pike (by Police Annex) | $_____ | X | 1 | = $_____ |
| 13. West Newton islands (by CVS) | $_____ | X | 1 | = $_____ |
| 14. Washington St. berm at Court St. | $_____ | X | 1 | = $_____ |
| 15. Farquhar Rd./Bowers St. along Mass Pike | $_____ | X | 1 | = $_____ |
| 16. 2 Islands and berms at Newtonville Ave. and Walnut St. including up to bridge | $_____ | X | 1 | = $_____ |
| 17. Austin St. parking lot/Phillip Bram Way | $_____ | X | 1 | = $_____ |
| 18. Tody's islands | $_____ | X | 1 | = $_____ |
| 19. West Newton parking lot berm | $_____ | X | 1 | = $_____ |
| 20. Elm St. parking lot | $_____ | X | 1 | = $_____ |
| 21. Police HQ's parking lot | $_____ | X | 1 | = $_____ |
| 22. Court House parking lot/Waltham St. parking lot | $_____ | X | 1 | = $_____ |
| 23. Adams St. parking lot | $_____ | X | 1 | = $_____ |
| 24. Chapel St. parking lot | $_____ | X | 1 | = $_____ |

| Locations | Leaf Removal Cost | Frequency | Cost Per Year |
|---|---|---|---|
| 25. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home | | | |
| | $_____ | X 1 | = $_____ |
| 26. Stairs leading from Washington St. to Border St. | | | |
| | $_____ | X 1 | = $_____ |
| 27. 2 Islands at Auburn St. and Washington St. | | | |
| | $_____ | X 1 | = $_____ |
| 28. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge | | | |
| | $_____ | X 1 | = $_____ |
| 29. Pine St. dump berm | $_____ | X 1 | = $_____ |
| 30. Auburndale Sq. parking lot | $_____ | X 1 | = $_____ |
| 31. Auburn St. along Mass Pike at parking meters up to MBTA parking lot | | | |
| | $_____ | X 1 | = $_____ |
| 32. Berm at Hess Station plus island | $_____ | X 1 | = $_____ |
| 33. Grove St. berm (no islands) at bridge | | | |
| | $_____ | X 1 | = $_____ |
| 34. Route 16 (heading east) from parking lot and around corner | | | |
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| 37. Waban Sq. T Bridge both sides | $_____ | X 1 | = $_____ |
| 38. Evelyn Rd. and Comm. Ave. island | | | |
| | $_____ | X 1 | = $_____ |
| 39. Bullough's Pond on Walnut St. and Comm. Ave. | | | |
| | $_____ | X 1 | = $_____ |
| 40. Comm. Ave. and Grant Ave. islands (new) | | | |
| | $_____ | X 1 | = $_____ |
| 41. Comm. Ave. and Old Colony Rd. island (new) | | | |
| | $_____ | X 1 | = $_____ |
| 42. Newton Centre parking lot | $_____ | X 1 | = $_____ |
| 43. Cypress St. parking lot | $_____ | X 1 | = $_____ |
| 44. Pelham St. parking lot | $_____ | X 1 | = $_____ |
| 45. Pleasant St. parking lot | $_____ | X 1 | = $_____ |
| 46. Four corner islands and sidewalk berms | | | |
| | $_____ | X 1 | = $_____ |
| 47. Brigham House parking lot | $_____ | X 1 | = $_____ |
| 48. Newton Highlands at Route. 9 from speed limit sign to first house | | | |
| | $_____ | X 1 | = $_____ |

| Locations | Leaf Removal Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 49. Islands at Winchester St. and Needham St. and Dedham St. | | | | |
| | $_____ | X | 1 | = $_____ |
| 50. Borders along Lagrange St. and Vine St. | | | | |
| | $_____ | X | 1 | = $_____ |
| 51. Border along Wayne St. | $_____ | X | 1 | = $_____ |
| 52. Oak St. and Chestnut St. square (Pettee Sq.) | | | | |
| | $_____ | X | 1 | = $_____ |
| 53. Chestnut St. parking meter area | $_____ | X | 1 | = $_____ |
| 54. Elliot St. pump station | $_____ | X | 1 | = $_____ |

**TOTAL: Alternate One (Leaf Removal)** = $_____

***Totals placed here must be carried over to Paragraph "D" of the Bid Form***

## ALTERNATE TWO: MULCHING

| Locations | Mulching Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 1. Crafts St. Yard | $_____ | X | 1 | = $_____ |
| 2. Richardson St. parking lot | $_____ | X | 1 | = $_____ |
| 3. Pearl St. parking lot | $_____ | X | 1 | = $_____ |
| 4. Elm St. parking lot | $_____ | X | 1 | = $_____ |
| 5. Auburndale Sq. parking lot | $_____ | X | 1 | = $_____ |
| 6. Berm at Hess Station plus island | $_____ | X | 1 | = $_____ |
| 7. Newton Centre parking lot | $_____ | X | 1 | = $_____ |
| 8. Cypress St. parking lot | $_____ | X | 1 | = $_____ |
| 9. Pelham St. parking lot | $_____ | X | 1 | = $_____ |
| 10. Pleasant St. parking lot | $_____ | X | 1 | = $_____ |
| 11. Brigham House parking lot | $_____ | X | 1 | = $_____ |

**TOTAL: Alternate Two Mulching** = $_____

***Totals placed here must be carried over to Paragraph "D" of the Bid Form***

## ALTERNATE THREE: PRUNING

| Locations | Pruning Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 1. Crafts St. Yard | $_____ | X | 1 | = $_____ |
| 2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands | $_____ | X | 1 | = $_____ |
| 3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave. | $_____ | X | 1 | = $_____ |
| 4. Washington St. berm from Vietnam Memorial to last parking meter (no islands) | $_____ | X | 2 | = $_____ |
| 5. Richardson St. parking lot | $_____ | X | 1 | = $_____ |
| 6. Richardson St. street berm and fence | $_____ | X | 1 | = $_____ |
| 7. Pearl St. parking lot | $_____ | X | 1 | = $_____ |
| 8. Washington St. berm from Jewelry Store to Sullivan Tires | $_____ | X | 2 | = $_____ |
| 9. Davis St. berm along Mass Pike (by Police Annex) | $_____ | X | 1 | = $_____ |
| 10. Washington St. berm at Court St. | $_____ | X | 1 | = $_____ |
| 11. Farquhar Rd./Bowers St. along Mass Pike | $_____ | X | 2 | = $_____ |
| 12. Austin St. parking lot/Phillip Bram Way | $_____ | X | 1 | = $_____ |
| 13. West Newton parking lot berm | $_____ | X | 1 | = $_____ |
| 14. Elm St. parking lot | $_____ | X | 1 | = $_____ |
| 15. Police HQ's parking lot | $_____ | X | 1 | = $_____ |
| 16. Court House parking lot/Waltham St. parking lot | $_____ | X | 1 | = $_____ |
| 17. Adams St. parking lot | $_____ | X | 1 | = $_____ |
| 18. Chapel St. parking lot | $_____ | X | 1 | = $_____ |
| 19. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home | $_____ | X | 2 | = $_____ |
| 20. Stairs leading from Washington St. to Border St. | $_____ | X | 2 | = $_____ |
| 21. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge | $_____ | X | 1 | = $_____ |
| 22. Pine St. dump berm | $_____ | X | 1 | = $_____ |
| 23. Auburndale Sq. parking lot | $_____ | X | 1 | = $_____ |
| 24. Auburn St. along Mass Pike at parking meters up to MBTA parking lot | $_____ | X | 1 | = $_____ |

| Locations | Pruning Cost | Frequency | | Cost Per Year |
|---|---|---|---|---|
| 25. Berm at Hess Station plus island | $_____ | X | 1 | = $_____ |
| 26. Grove St. berm (no islands) at bridge | | | | |
| | $_____ | X | 1 | = $_____ |
| 27. Route 16 (heading east) from parking lot and around corner | | | | |
| | $_____ | X | 1 | = $_____ |
| 28. Route 16 bridge only (no islands) | $_____ | X | 1 | = $_____ |
| 29. On Route 16 east of Route 128 overpass 2 areas on left plus islands at Beacon St. | | | | |
| | $_____ | X | 1 | = $_____ |
| 30. Bullough's Pond on Walnut St. and Comm. Ave. | | | | |
| | $_____ | X | 2 | = $_____ |
| 31. Newton Centre parking lot | $_____ | X | 1 | = $_____ |
| 32. Cypress St. parking lot | $_____ | X | 1 | = $_____ |
| 33. Pelham St. parking lot | $_____ | X | 1 | = $_____ |
| 34. Pleasant St. parking lot | $_____ | X | 1 | = $_____ |
| 35. Brigham House parking lot | $_____ | X | 1 | = $_____ |
| 36. Newton Highlands at Route. 9 from speed limit sign to first house | | | | |
| | $_____ | X | 1 | = $_____ |
| 37. Borders along Lagrange St. and Vine St. | | | | |
| | $_____ | X | 1 | = $_____ |
| 38. Border along Wayne St. | $_____ | X | 1 | = $_____ |

**TOTAL: Alternate Three (Pruning)** = $_____

Totals placed here must be carried over to Paragraph “D” of the Bid Form

# PRICING SCHEDULE

## Grass Mowing & Trimming, Leaf Removal, Mulching & Shrub Pruning

### OPTION ONE: MULCHING

1. The City of Newton requests an additional cost for the installation of mulch on a per cubic yard basis for **ANY** site that located in the City that is not included in the regularly scheduled work under this Contract.
2. The estimated number of additional cubic yards of annual mulching under Option One will be 300 cubic yards.
3. The cost shall include the site preparation and the cost of the mulch as specified on Page 5 & 6 of the scope of work.
4. The price per cubic yard should include the cost of all labor, installation, equipment and disposal of any debris.

Unit Price Per Cubic Yard: $_____ X 300 Cubic Yards = $_____

**Totals for the Base Bid, Alternate #1, 2, & 3 as well as Option 1 & 2 must be placed in Paragraph "D" of the Bid Form.**

### OPTION TWO: HOURLY PRUNING OF SHRUBS

1. The City requests an hourly rate for additional pruning for **ANY** site that located in the City that is not included in the regularly scheduled work under this Contract.
2. The estimated number of additional hours of annual pruning under Option Two will be 40 hours. A per hour cost should, therefore, be based on an estimate of 40 hours.
3. The price per hour should include the cost of all labor, equipment and disposal of debris.
4. Additional hourly pruning work, if any, shall be scheduled upon request by the Commissioner in consultation with the Contractor. The Commissioner shall prepare an estimate as to the number of hours required for pruning at each particular site for which pruning is requested. The Contractor shall agree to the estimated number of hours and the scope of any pruning to be performed prior to commencement of hourly pruning work.

Unit Price Per Hour $_____ X 40 HOURS = $_____

**Totals for the Base Bid, Alternate #1, 2, & 3 as well as Option 1 & 2 must be placed in Paragraph "D" of the Bid Form.**

**END OF PRICE SCHEDULE SECTION**

## CITY OF NEWTON

## BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON:_____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?:_____
(i.e., contract manager, purchasing agent, etc.)

---

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

_____
(Signature of individual)

_____
Name of Business

# CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

**I.** **SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

**Grass Cutting & Trimming, Removal of Leaves, Mulching & Pruning of Shrubs (54 locations)**

The City accepts, and the scope of work shall include, the following Alternates: _____,_____,_____,

**II.** **CONTRACT DOCUMENTS.** The Contract documents consist of the following documents that are either attached to this Agreement or are incorporated herein by referenced:

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation For Bid #12-47 issued by the Purchasing Department;

c. The Project Manual for Grass Cutting and Pruning Services including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements;

d. Addenda Number(s) _____;

e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**III.** **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

**IV.** **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

**V.** **CONTRACT TERM.** The contract term **shall extend from July 1, 2012 through June 30, 2013** with the option, at the City's sole discretion, to extend for 2 additional 1 year terms with no change to the contract price and terms and

conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

**VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

**VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

**VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

**IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefore.

**X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

**XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

**XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By_____

Print Name_____

Title_____

Date_____

*Affix Corporate Seal Here*

City funds in the amount of $_____
are available in account number
01602010 - 52409

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By_____
*Comptroller of Accounts*

Date _____

**CITY OF NEWTON**

By _____
*Chief Procurement Officer*

Date_____

By_____
*Commissioner of Parks & Recreation*

Date_____

Approved as to Legal Form and Character

By_____
*Associate City Solicitor*

Date_____

CONTRACT AND BONDS APPROVED

By_____
*Mayor* or his designee

Date_____

# CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

# ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

_____
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

# CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

_____ _____

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# GENERAL CONDITIONS
# OF THE CONTRACT
# FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.

1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.

1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing. In no event shall any increase in services cause the total of payments under this contract to increase by an amount exceeding twenty five percent (25%) of the contract total.

2.0 CONTRACT TERM

2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.

2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.

3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.

4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such proposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services.

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractors noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

| | |
|---|---|
| Worker's Compensation: | Per M.G.L. c.. l49, s. 34 and c.. l52 as amended. |

COMMERCIAL GENERAL LIABILITY

| | |
|---|---|
| Personal Injury | $500,000 each occurrence<br>$1,000,000 aggregate |
| Property Damage | $500,000 each occurrence<br>$1,000,000 aggregate |

VEHICLE LIABILITY

| | |
|---|---|
| Personal Injury | $500,000 each person<br>$1,000,000 aggregate |
| Property Damage | $300,000 |

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

## 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

## 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

## 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

## 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

## 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

## 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor’s relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor’s principals, employees, agents and/or representatives occasioned by or resulting from the Contractor’s performance under this Contract.

## 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF GENERAL CONDITIONS OF CONTRACT**

**CITY OF NEWTON**
**MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN**
**DECEMBER 1, 1999**
**JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in pail by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. **DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. Minority Business Enterprise (MBE) -- the term shall mean a business a) that is certified by SOMWBA; orb) I provides evidence satisfactory to the *City's* Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise** (WBE) - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. **GOALS**:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

## III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

### A. Construction Contracts

All construction contracts with an estimated value over $50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

### B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

### C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

## IV. CONSTRUCTION ACTIVITIES:

### A. Goals

The City of Newton bid documents and contracts with an estimated value over $50,000 will contain the City's goal of 10% for MBE and 5% for 'WBE utilization for subcontracts,

### B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over $50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over $50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the *City's* MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

## V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

**THE CITY OF NEWTON. MASSACHUSETTS**
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of $50,000 or more.

II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton

III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects

1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one Lime, designated by the Liaison Committee or the City.

1. At the discretion of the City, there maybe established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.

2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.

4. Records of employment referral orders, prepared by the Contractor, shall be made available to the *City* and to the Liaison Committee on request.

5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States

VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access no the Construction site,

**IX.** **Compliance with Requirements**

The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both *of which* are herein incorporated by reference and made a part of this contract.

**X.** **Non-Discrimination**

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. **Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with tile minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. **Contractor's Certification**

A Contractor's' certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. **Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. **Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate invest ig at ion, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or $1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or $400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a

(e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract. has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administrating department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not: be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to t-he City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court. shall not, affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire arty individual on file basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning.- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

**RETALIATION**

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.**

**COMPLAINTS**

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(4 13) 739-2145

## Attachment B

## CITY OF NEWTON

## Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and

3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

_____
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## Attachment C

## CITY OF NEWTON

## Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

_____Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**CITY OF NEWTON**

# DEPARTMENT OF PARKS AND RECREATION
# SCOPE OF WORK
# GRASS CUTTING & TRIMMING, REMOVAL OF LEAVES, MULCHING & PRUNING OF SHRUBS
# At 54 LOCATIONS

1. Introduction

a. The City of Newton, through the Parks and Recreation Department, intends to award a contract for grass cutting and trimming, removal of leaves, mulching and pruning services at specific areas of public property within the City of Newton.

b. The general scope of this contract shall consist of grass cutting and trimming, removal of leaves, mulching and pruning of shrubs at fifty-four (54) sites throughout the City. Work shall also include removal of all debris including, **ALL** downed limbs/trees, obvious large weeds in existing plant mulch beds and removal of litter from existing plant mulch beds including areas that are to be cut and trimmed before they are cut and trimmed, as well as the removal and legal disposal of all debris generated in performance of the work.

c. The contract shall also include Unscheduled Work, as defined herein, to be performed at the discretion of the City, and at the prices herein established.

d. If accepted by the City, the contract shall also include the work of Alternate One, leaf removal as provided herein.

e. If accepted by the City, the contract shall also include the work of Alternate Two, the mulching of existing plant beds (tree and shrub).

f. If accepted by the City the contract shall also include the work of Alternate Three, the pruning of shrubs.

g. The initial term of this Contract shall be for one year from July 1, 2012 through June 30, 2013. The City shall have the option to renew for two additional one-year terms, with no change in contract price or terms. The City shall retain sole discretion in the exercise of each option to renew. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.

2. Bidding Information

a. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of grass cutting or landscape maintenance. In order to be considered eligible for award of this contract, bidders must demonstrate that they have successfully completed contracts similar in scope and nature to that specified herein. Specifically, the contractor must have demonstrated the capabilities to handle multiple sites with weekly service contracts that encompass a minimum of 50 acres. Bidders shall provide information regarding their previous contract experience on the Bidder's Qualification and Reference Form included herein. The intent of this paragraph is to insure that the awarded bidder has the necessary resources to faithfully execute the requirements of this contract. The City reserves the right to waive the previous contract experience requirement if the Bidder, in the City's sole determination, is able to otherwise demonstrate that s/he possesses the resources to insure good faith performance of this contract.

b. Bidders will be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in Section 11, Equipment Requirements.

c. All bids shall be based on the locations and frequencies set forth on the pricing schedule bid sheets. It is understood that the locations and frequencies stated herein are given solely as a basis for the comparison of the proposals and to establish a contract value. **While the locations and frequencies are based on the City's best**

**estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond therewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.**

d. It is the responsibility of the bidder, before submission of his/her proposal, to familiarize him/herself with the specifications of the Contract, and to investigate in detail the sites at which the proposed work is to take place. Due to the nature of the work and the variety of mowing conditions that exist, it is strongly recommended that bidders that are not familiar with each of the sites covered by this contract attend the pre-bid conference. **There shall be a pre-bid meeting but no pre-bid tour.**

3. Contract Supervision and Administration

a. The work of this contract shall be carried out under the direction of the Commissioner of Parks and Recreation ("Commissioner" hereafter). In the exercise of all or any of the powers herein granted the Commissioner shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this Contract to his/her subordinates and assistants in the employ of the City as he/she may determine.

b. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Parks and Recreation Department. The Contractor shall be required to contact the Contract Supervisor daily via email as to the scope of work performed at each location. The daily work log is to be received within 48 hours (2 calendar days) of work completion. In the event the Contractor's or City's computer is not functioning, the daily work log is to be faxed to 617.796.1512. Faxed work logs are to be received within 48 hours (2 calendar days) of work completion. **If daily work logs are not received within 72 hours (3 calendar days) of work completion, then 5% of the total bill for that work week will not be paid.**

4. Hours and Conditions of Work

a. The Contractor shall work within the following time frames: Monday through Friday, with the exception of legal holidays. Starting times will vary between the hours of 6:00 AM to 8:00 AM, depending on the time of year. Contractors are not to turn on any machinery prior to 7:00 AM. The period from 6:00 AM to 7:00 AM can be used as a time to clear the area of any debris including downed limbs/trees/litter and to remove weeds in existing mulched beds. Determination of a specific starting time is at the discretion of the Commissioner. Any work to be done after 5:00 PM must have prior approval of the Commissioner or his designee. The Contractor will not be paid for lunch. On Saturdays, Sundays and legal holidays no equipment may be turned on before 9:30 am. Any contractual grounds maintenance work on Sundays must have the approval of the Mayor. The end of the work day for weekdays, weekends and legal holidays shall be 7:00 pm.

5. Grass Cutting/Trimming Requirements

a. The cutting season runs, generally, from mid April through mid October of each year, subject to weather conditions. Actual dates for commencement and conclusion of the cutting season shall be at the discretion of the Commissioner.

b. The number of seasonal cuttings prescribed for each area to be cut is shown on the bidding forms. The Commissioner reserves the right to revise the mowing frequency at any site in accordance with actual requirements. It shall be the Contractor's responsibility to schedule resources accordingly to accomplish the required service at all sites. Upon award of the bid the City shall provide to the Contractor a schedule of the mowing/maintenance to be performed at each site.

c. In all cases, the site boundaries extend from property boundary to property boundary up to and including the gutter line. For example, on a traffic island, the contractor shall string trim the weeds that grow in the crack of the gutter line and the paved road surface. A property may extend from gutter line to gutter line and include any fence, wall, sidewalks and tree wells.

**d. The City of Newton has committed to Integrated Pest Management principles and practices, which will be incorporated into this contract. As part of the IPM practices, the contractor shall be required to cut the grass at variable heights during the course of the cutting season. The contractor shall also be required to cut different portions of the same site at different heights during the same cutting.** The contractor is required to have equipment that allows for this practice in an efficient manner. The change in cutting

requirements is at the discretion of the Commissioner of Parks and Recreation or his/her designee. The Commissioner reserves the right to determine grass-cutting heights for each site and to change the grass cutting height for each site as circumstances may require. The Contractor will be expected to communicate regularly with the Commissioner or his/her designee regarding the requirements of this paragraph. Other important IPM policies and guidelines are to limit/reduce the amount of pesticides applied to our athletic/school fields. Only state listed and approved pesticides are available for use on our athletic/school fields. These are only for use in an IPM Committee approved emergency situation. The product label for these pesticides is to be followed, including using the lowest labeled rate for the active ingredient. All abutters of the public property pending a pesticide application are to be notified, including proper notification posted at the location. Required notification shall include the Required Entry Interval (REI).

e. In conjunction with each cutting, the Contractor shall perform trimming of grass that the power mowers are incapable of reaching due to its close proximity to obstructions. Trimming shall be made to the same height as the adjacent cutting to create a uniform appearance. The Contractor shall be required to trim grass normally encountered around trees, shrubs, other fixed objects, down embankments adjacent to mowed areas and along buildings, fences and other permanent or essential structures and obstructions. However when the grass trimming shall be performed particular care shall be used to prevent any damage to fixed objects along embankments, along fences and other permanent or essential structures or obstructions.

f. Prior to each cutting at each site, the Contractor shall clean up and dispose off site at the Contractor's expense, all trash, ALL downed limbs/trees and foreign matter found on the area to be cut.

g. The Contractor shall be responsible for the proper disposal of all grass clippings and other debris generated by the Contractor's performance of the grass cutting and trimming work performed pursuant to these specifications. The cost of all such disposal shall be borne by the contractor. Grass clippings shall be directed in such a way as not to infringe upon private property and paved areas.

h. The Contractor shall be required to repair any areas that are damaged by his employees and/or equipment. The Contractor shall not mow or drive on areas that have a frost or freeze present. The Contractor shall notify the Contract Supervisor of any frost or freeze present. It shall be up to the Contract Supervisor as to when the Contractor shall perform any services on the day of a frost or freeze.

i. The Contractor's work shall be done in a workmanlike manner and the performance thereof shall be to the satisfaction of the Commissioner. Scalping of any kind (either from mowing or trimming) shall not be tolerated. All adjacent curbing, sidewalks, paved areas, bricked areas, gutter areas parking lots etc. are to blown or swept clean after any maintenance performed. All adjacent curbing, sidewalks etc. will be string trimmed when they are mowed to insure a neat appearance.

j. In the event the Contractor fails to perform a scheduled mowing at any site, the City reserves the right to perform the required service with its own personnel or to contract for the required service on the open market at the then prevailing price and to deduct from any moneys due or that thereafter may become due to the Contractor the difference between the unit price per cutting named in the contract for that site and the actual cost thereof to the City.

k. Grass clippings are not to be bagged.

**l. The Contractor shall have sufficient personnel and equipment to mow/string trim all 54 sites within the timeframe of one standard work week (Monday-Friday).**

6. Leaf Removal

a. The Contractor shall not remove any leaves unless given prior direction by the Contract Supervisor. **ALL** leaves are to be removed by the Contractor from each location ("not to be blown into the woods"). Generally the time when the majority of leaves have fallen from trees is mid November.

b. In all cases, the site boundaries extend from property boundary to property boundary up to and including the gutter line. For example, on a traffic island, the contractor shall string trim the weeds that grow in the crack of the gutter line and the paved road surface. A property may extend from gutter line to gutter line and include any fence, wall, sidewalks and tree wells.

c. Leaf removal shall be performed once each fall, on or after a date determined by the Commissioner, generally after the majority of leaves have fallen, the Contractor shall be responsible for the collection, transportation and off site disposal of all leaves removed from the sites.

d. The Contractor shall adhere to all City of Newton ordinances in place during the timeframe of this contract.

e. All gas-powered blowers must meet current standards as defined by the American National Standards Institute.

f. Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin, nor shall it be blown onto adjacent property, vehicles, persons, or pets.

g. **Blowers shall not be used before 8:00 a.m.**

h. Rakes or brooms shall be used to loosen heavier debris. Blowers shall not be used to move large debris piles from one spot to another.

i. The muffler, air intakes and all filters of gas-powered blowers shall be checked routinely to ensure efficient operation.

j. All blowers shall be equipped with the longest possible nozzle extension for that model, to direct the air stream as close to the ground as possible.

k. **The Contractor shall have sufficient personnel and equipment to remove all leaves from all 54 sites within the timeframe of two standard weeks (Monday-Saturday; Monday-Saturday).**

7. Mulching Requirements

a. The estimated frequency of all mulch applications will be one time annually. Mulch applications are to conform to the following specifications:

i. Mulch shall be a uniform blend of shredded aged dark bark mulch with a primarily black uniform color.

ii. The composition of the shredded aged dark bark mulch material shall not exhibit a noticeable degree of any color change characteristics when wet.

iii. The aged dark bark mulch shall be insect and disease free of anything that would be harmful to the plants in the area.

iv. The aged dark bark mulch material shall not have an unpleasant odor to it.

v. Prior to the contractor ordering aged dark bark mulch material, the Contractor shall submit to the Contract Supervisor, at the contractor's expense, one cubic foot sample of the shredded aged dark bark mulch material. The contractor shall not order any delivery of the shredded aged dark bark mulch material until the Contractor's sample has been inspected and approved by the Contract Supervisor.

vi. If the Contract Supervisor disapproves of the sample submitted by the contractor, then the contractor shall continue at no expense to the City, to obtain other sources of aged dark bark mulch material as specified until the contractor's sample of such material, meets with the Contract Supervisor's approval.

b. Following the bark mulch application, the resultant mulch surface shall not exceed 1.5 inches total, and should conform to the grade of any adjacent lawn or hardscape surface. Mulch shall not come in contact with the trunk or root flare of any trees or other woody vegetation (mulch should be two to three inches from trunks of plants). The City may direct the Contractor to only apply a surface coating of mulch to those plants that have been over-mulched in the past.

c. Prior to applying mulch the bed is to be cleared of all debris, litter, weeds and undesirable plants and disposed of offsite at the expense of the contractor.

**d. Any existing mulch that is excessively built up around desirable vegetation is to be raked out beyond the drip line of the plant.**

e. Apply a 1.5 inch layer of mulch (after settlement) throughout the entire bed. Mulch shall not be excessively mounded around any remaining plant material. Mulch shall not come in contact with the trunk or root flare of any trees or other woody vegetation (mulch should be two to three inches from trunks of plants).

f. **The Contractor shall have sufficient personnel and equipment to mulch all 11 sites within the timeframe of one standard work week (Monday-Friday).**

8. Pruning Requirements

a. Generally pruning has an estimated frequency of one time annually. Of the thirty-eight sites, 31 are pruned once a year and 6 are pruned twice a year. Pruning shall generally include the reduction of the overall size of the shrub or individual branches, and may include the overall reduction of the sides as well as the top of the shrub, while preserving the integrity of the plants' natural growth habit. Inclusive in this practice would also be the removal of dead, dying, diseased, live interfering, objectionable and weak branches as well as live branches to create more space.

b. All pruning shall be performed in accordance with the City of Newton "Pruning Guidelines" incorporated as Appendix F to the Project Manual.

**c. All pruning to take place at the fifty four (54) sites shall conform to Newton's Environmental Guidelines for shrub growth around the schools. There shall be an eighteen (18) inch distance between the building and the plant.** The only situation where this guideline shall not be used is where the integrity of the plant's natural growth habit is in jeopardy. It is highly recommended to view all locations to properly familiarize oneself with necessary plant pruning at each location.

d. The pruning crew shall consist of horticulturally skilled laborer(s), equipped with the following equipment and tools: 3/4 ton dump truck, telescopic pole saws, hand saws, trimming shears, loppers, hand pruners, rakes, other commonly used pruning tools, and generators or other source of electrical supply for electric pruning equipment, if any. NOTE: The City will not provide electricity for any electrical pruning equipment.

e. The contractor shall be responsible for the proper disposal of all debris generated by the Contractor's performance of the pruning work performed pursuant to the Scope of Work. The cost of all such disposal shall be borne by the Contractor.

f. It is **not** required, **but** encouraged that all pruning be supervised by a Massachusetts Certified Arborist or an individual with an equally qualified horticultural certification.

g. **The Contractor shall have sufficient personnel and equipment to prune all 54 sites within the timeframe of two standard weeks (Monday-Saturday; Monday-Saturday).**

9. Unscheduled Work

a. From time to time during the term of this contract the Commissioner may call upon the Contractor to perform work in addition to regularly scheduled work. Such unscheduled work may include grass cuttings made outside of the normal cutting season or in addition to regularly scheduled cuttings. Unscheduled work may also include mulching or pruning in addition to the one-time scheduled mulching or pruning at each site included in the scope of work. Unscheduled work shall not include regular cuttings or pruning that is rescheduled due to inclement weather, equipment problems or for any other reason.

b. Unscheduled work in the form of grass cutting shall be compensated at the unit price per cutting shown on the bid forms for the site in question.

c. Unscheduled work in the form of mulching shall be compensated at the Option One unit price per cubic yard for mulch shown in the price schedule. . The City of Newton requests an additional cost for the installation of mulch on a per cubic yard basis for sites that are not included in the regularly scheduled work or locations under the Contract.

d. Unscheduled work in the form of pruning shall be compensated at the Option Two unit price per hour (per person) for pruning shown in the price schedule. The City requests an hourly rate for additional pruning at sites that are not included in the regularly scheduled work or locations under this Contract.

10. Alternates

a. For Alternate Number One, the bidder shall enter a firm fixed price, on the Price Schedule and in Line "C" of the Bid Form, to perform leaf removal at each of the fifty-four (54) sites listed in Appendix B. Leaf removal will be performed once each fall, on or after a date determined by the Commissioner, generally after the majority of leaves have fallen, the Contractor shall be responsible for transportation and disposal of all leaves removed from the sites. Removal of the leaves shall be at the discretion of the Commissioner or her designee.

b. For Alternate Number Two, the bidder shall enter a firm fixed price, on the Price Schedule and in Line "C" of Bid Form, to perform mulching of existing plant beds including tree and shrub beds at the eleven (11) sites listed in Appendix C.

c. For Alternate Number Three, the bidder shall enter a firm fixed price, on the Price Schedule and in Line "C" of Bid Form, to perform pruning of shrubs at the thirty-eight (38) sites listed in Appendix D.

11. Equipment Requirements

a. The following equipment and vehicles shall be considered a minimum guideline in order to be considered a responsible bidder under the terms and conditions of these Contract Documents. All gas-powered equipment and vehicles must be five years old or less. The City reserves the right to inspect a Contractor's inventory before making a bid award.

- Two (2) 21-inch rotary walk-behind mowers
- Four (4) gas-powered string trimmers, minimum 25 cc
- Two (2) gas-powered pruning shears, minimum 25 cc
- One (1) gas-powered edger, minimum 25 cc
- One (1) leaf vacuum loader, minimum 30 hp
- One (1) gas-powered walk-behind blower, minimum 8 hp
- One (1) one-ton heavy duty pickup truck with trailer hitch, with Contractor's name painted on each side
- One (1) one-ton dump truck, with Contractor's name painted on each side
- One (1) trailer of sufficient size to carry all required equipment

b. If a particular type or size of equipment used by the Contractor does not perform satisfactorily in specific locations, the Contractor shall provide other equipment that will perform satisfactorily as determined by the Commissioner. All mowers shall be equipped with the approved safety skirts at all times.

c. The Contractor shall be required from time to time, to show proof that all of the equipment utilized in the performance of the work under the terms of this Contract, is on a preventative maintenance program and is on a regular routine maintenance schedule. The equipment furnished by the Contractor shall be in good repair and shall be so maintained as to produce clean; sharp cut to the grass at all times. Mower blades shall be sharpened twice a month.

d. The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.

e. The City reserves the right, prior to the award and during the term of this Contract, to inspect the serviceability of any and all equipment which will be used by the Contractor for work called for in the terms of this Contract. The City reserves the right at any time to order the Contractor to immediately discontinue the use of any equipment which the City at its sole discretion determines to be unsafe or otherwise unfit for use in the performance of this contract.

f. Storage of equipment is the responsibility of the Contractor.

g. The Contractor shall make sure that all vehicles are properly licensed according to Massachusetts Motor Vehicle Regulations.

h. No time shall accrue and no payment shall be made for any time when a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

12. Personnel Requirements

a. The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language, or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this Contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this Contract.

b. The Contractor shall employ drivers for any of his/her vehicles and equipment who, at all times, possess and carry the necessary valid and applicable commercial vehicle operator's licenses.

c. The Contractor shall not allow any operator to leave any grass cutting or pruning equipment unattended.

d. The Contractor shall employ qualified personnel, who, when assigned to a work site, shall dress in suitable work and safety clothing during normal work hours, when performing work at sites.

e. The Contractor will be notified immediately by the Contract Supervisor, the City Safety Officer or any other authorized City of Newton personnel if it is found that his employees are in violation of the safety requirements and work shall be ordered stopped until such violations are corrected. All Contractors are required to comply with the Federal/OSHA and State Regulations pertained to grass cutting in the City of Newton.

f. The Contractor and foreman/supervisor must have a Sprint Nextel phone for communication.

13. Indemnification

a. The Contractor acknowledges and agrees that it is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Contract and agrees that it will indemnify, hold harmless and defend the City and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, the performance of the services to be performed under this Contract, to the extent that any such claim, damage, loss or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and 2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable, except to the extent it is caused by a party entitled to indemnification hereunder.

14. Permits

a. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

15. Payment

a. The Contractor shall be paid in accordance with the unit prices as specified in the Contractor's bid within forty-five (45) days of an approved monthly invoice. Payment shall be subject to the City's right to adjust the bill as specified in subparagraph b. of this section. Invoices should be submitted to the Parks & Recreation Department via email (dmannion@newtonma.gov). The payment of said compensation shall be considered complete and exclusive compensation for services rendered. The City shall not assume any additional costs, such as employment benefits, health benefits, or other reimbursements. All bills are to be received within one week of work completion. Bills can be emailed to the same address as daily work logs (dmannion@newtonma.gov).

b. **The City reserves the right to adjust any bill for any work not performed or not performed according to these specifications**. The City also reserves the right to perform grass cutting and pruning services with its own forces or with other contractors as circumstances may require.

16. Observance of Laws

a. The Contractor shall fully comply with all Federal, State and Local Regulations and Ordinances within the City of Newton.

17. Interpretation of Contract

a. This Contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

18. Availability of Funds

a. The amount of work to be performed under this Contract is subject to the availability of appropriated funds. If, for any fiscal year of this agreement, sufficient funds to support the continuation of the Contract are not appropriated or otherwise made available, the City shall cancel the Contract.

19. Public Relations

a. The Contractor and his employees shall at all times conduct themselves in an appropriate manner. If for any reason the Contractor is approached by an individual, they are to refer the individual to Newton's Parks and Recreation Department contract supervisor (Derek Mannion 617.796.1532 voice mail).

b. The Contractor is required to **only** work at a location. There are to be no activities other than work activities at a location (lunch is the only exception). Once the work is completed, the Contractor is required to leave the site.

20. Contract Bid

a. The City reserves the right to accept the total bid price and alternates or a combination of the base bid and alternates. The City also reserves the right to split the contract amongst qualified bidders.

**END OF SCOPE OF WORK SECTION**

## APPENDIX A
## GRASS CUTTING AND TRIMMING SITES

1. Crafts St. Yard
2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands
3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave.
4. Washington St. berm from Vietnam Memorial to last parking meter (no islands)
5. Richardson St. parking lot
6. Richardson St. street berm and fence
7. Pearl St. parking lot
8. Newton Corner Pizzeria Uno's berm
9. St. James Street (bridge) berm at Mass Pike heading towards Charlesbank Rd.
10. Charlesbank Rd. along fence heading toward Brighton
11. Washington St. berm from Jewelry Store to Sullivan Tires
12. Davis St. berm along Mass Pike (by Police Annex)
13. West Newton islands (by CVS)
14. Washington St. berm at Court St.
15. Farquhar Rd./Bowers St. along Mass Pike
16. 2 Islands and berms at Newtonville Ave. and Walnut St. including up to bridge
17. Austin St. parking lot/Phillip Bram Way
18. Tody's islands
19. West Newton parking lot berm
20. Elm St. parking lot
21. Police HQ's parking lot
22. Court House parking lot/Waltham St. parking lot
23. Adams St. parking lot
24. Chapel St. parking lot
25. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home
26. Stairs leading from Washington St. to Border St.
27. 2 Islands at Auburn St. and Washington St.
28. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge
29. Pine St. dump berm
30. Auburndale Sq. parking lot
31. Auburn St. along Mass Pike at parking meters up to MBTA parking lot
32. Berm at Hess Station plus island
33. Grove St. berm (no islands) at bridge
34. Route 16 (heading east) from parking lot and around corner
35. Route 16 bridge only (no islands)
36. On Route 16 east of Route 128 overpass 2 areas on left plus islands at Beacon St.
37. Waban Sq. T Bridge both sides
38. Evelyn Rd. and Comm. Ave. island
39. Bullough's Pond on Walnut St. and Comm. Ave.
40. Comm. Ave. and Grant Ave. islands (new)
41. Comm. Ave. and Old Colony Rd. island (new)
42. Newton Centre parking lot
43. Cypress St. parking lot
44. Pelham St. parking lot
45. Pleasant St. parking lot
46. Four corner islands and sidewalk berms
47. Brigham House parking lot
48. Newton Highlands at Route. 9 from speed limit sign to first house
49. Islands at Winchester St. and Needham St. and Dedham St.
50. Borders along Lagrange St. and Vine St.
51. Border along Wayne St.
52. Oak St. and Chestnut St. square (Pettee Sq.)
53. Chestnut St. parking meter area
54. Elliot St. pump station

## APPENDIX B
## LEAF REMOVAL SITES

1. Crafts St. Yard
2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands
3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave.
4. Washington St. berm from Vietnam Memorial to last parking meter (no islands)
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8. Newton Corner Pizzeria Uno's berm
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19. West Newton parking lot berm
20. Elm St. parking lot
21. Police HQ's parking lot
22. Court House parking lot/Waltham St. parking lot
23. Adams St. parking lot
24. Chapel St. parking lot
25. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home
26. Stairs leading from Washington St. to Border St.
27. 2 Islands at Auburn St. and Washington St.
28. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge
29. Pine St. dump berm
30. Auburndale Sq. parking lot
31. Auburn St. along Mass Pike at parking meters up to MBTA parking lot
32. Berm at Hess Station plus island
33. Grove St. berm (no islands) at bridge
34. Route 16 (heading east) from parking lot and around corner
35. Route 16 bridge only (no islands)
36. On Route 16 east of Route 128 overpass 2 areas on left plus islands at Beacon St.
37. Waban Sq. T Bridge both sides
38. Evelyn Rd. and Comm. Ave. island
39. Bullough's Pond on Walnut St. and Comm. Ave.
40. Comm. Ave. and Grant Ave. islands (new)
41. Comm. Ave. and Old Colony Rd. island (new)
42. Newton Centre parking lot
43. Cypress St. parking lot
44. Pelham St. parking lot
45. Pleasant St. parking lot
46. Four corner islands and sidewalk berms
47. Brigham House parking lot
48. Newton Highlands at Route. 9 from speed limit sign to first house
49. Islands at Winchester St. and Needham St. and Dedham St.
50. Borders along Lagrange St. and Vine St.
51. Border along Wayne St.
52. Oak St. and Chestnut St. square (Pettee Sq.)
53. Chestnut St. parking meter area
54. Elliot St. pump station

## APPENDIX C
## MULCHING SITES

1. Crafts St. Yard
2. Richardson St. parking lot
3. Pearl St. parking lot
4. Elm St. parking lot
5. Auburndale Sq. parking lot
6. Berm at Hess Station plus island
7. Newton Centre parking lot
8. Cypress St. parking lot
9. Pelham St. parking lot
10. Pleasant St. parking lot
11. Brigham House parking lot

## APPENDIX D
## PRUNING SITES

1. Crafts St. Yard
2. Lewis Tce. along both sides up to bridge from Washington St. plus all islands
3. East Side Parkway Reservation, triangle and intersection at Newtonville Ave.
4. Washington St. berm from Vietnam Memorial to last parking meter (no islands)
5. Richardson St. parking lot
6. Richardson St. street berm and fence
7. Pearl St. parking lot
8. Washington St. berm from Jewelry Store to Sullivan Tires
9. Davis St. berm along Mass Pike (by Police Annex)
10. Washington St. berm at Court St.
11. Farquhar Rd./Bowers St. along Mass Pike
12. Austin St. parking lot/Phillip Bram Way
13. West Newton parking lot berm
14. Elm St. parking lot
15. Police HQ's parking lot
16. Court House parking lot/Waltham St. parking lot
17. Adams St. parking lot
18. Chapel St. parking lot
19. Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home

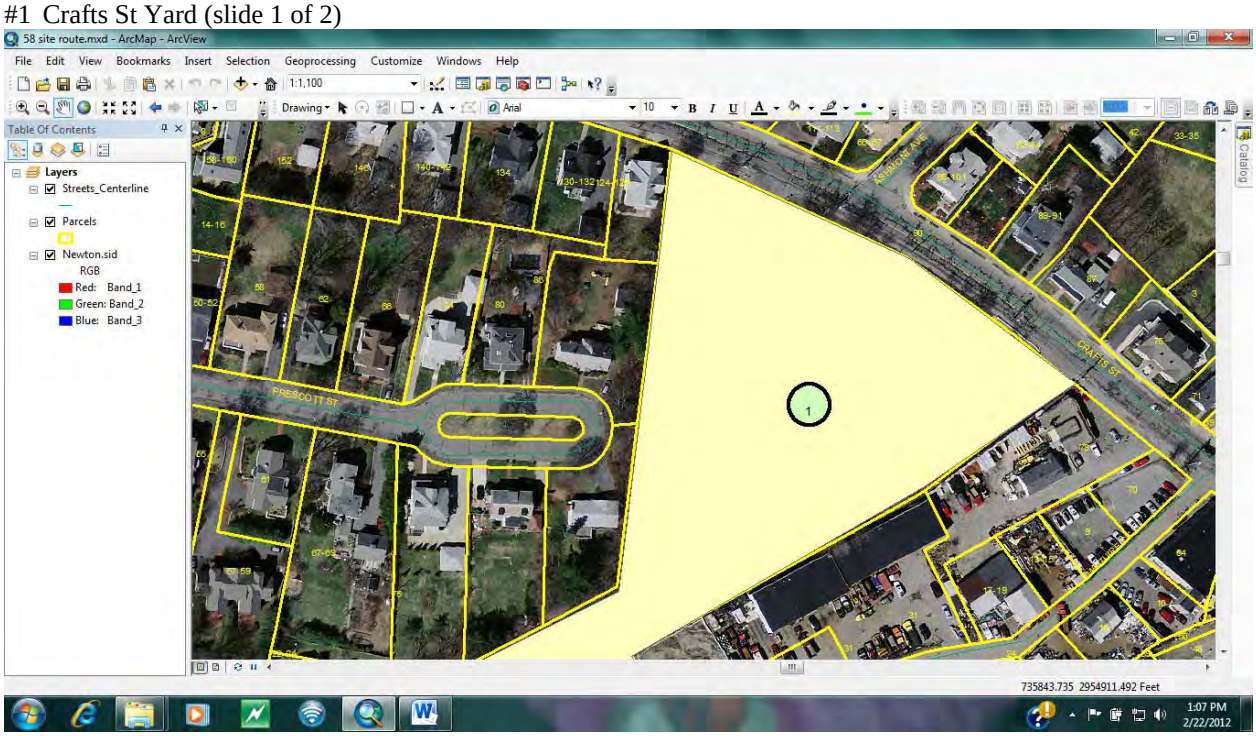
20. Stairs leading from Washington St. to Border St.
21. Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge
22. Pine St. dump berm
23. Auburndale Sq. parking lot
24. Auburn St. along Mass Pike at parking meters up to MBTA parking lot
25. Berm at Hess Station plus island
26. Grove St. berm (no islands) at bridge
27. Route 16 (heading east) from parking lot and around corner
28. Route 16 bridge only (no islands)
29. On Route 16 east of Route 128 overpass 2 areas on left plus islands at Beacon St.
30. Bullough's Pond on Walnut St. and Comm. Ave.
31. Newton Centre parking lot
32. Cypress St. parking lot
33. Pelham St. parking lot
34. Pleasant St. parking lot
35. Brigham House parking lot
36. Newton Highlands at Route. 9 from speed limit sign to first house
37. Borders along Lagrange St. and Vine St.
38. Border along Wayne St.

**APPENDIX E**

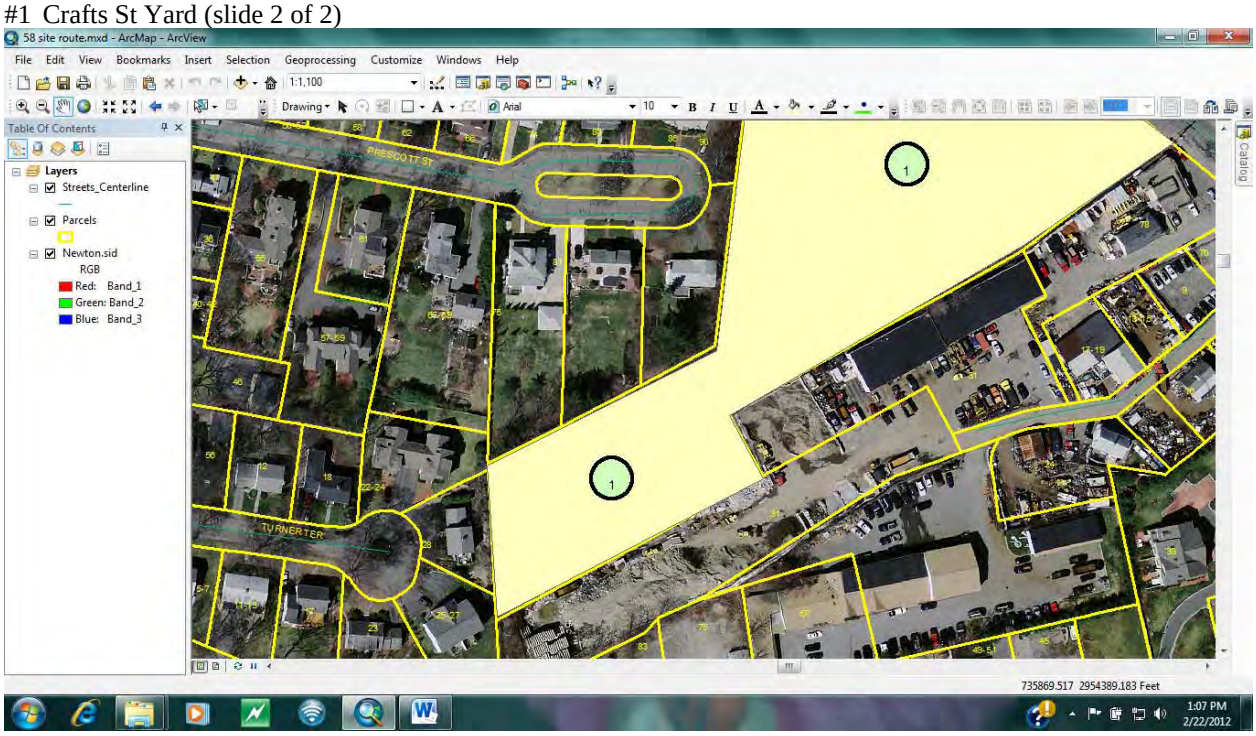
# Site Location Aerial Maps

All areas mapped are approximate locations.

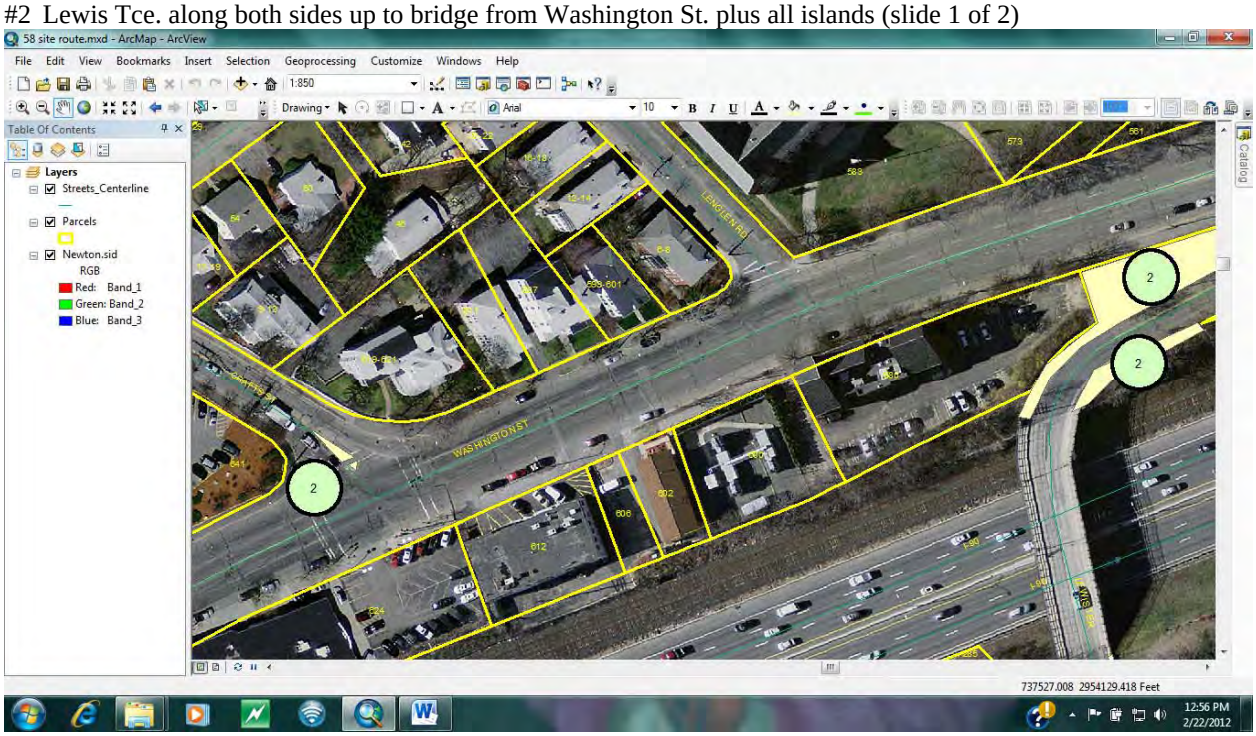
#1 Crafts St Yard (slide 1 of 2)




#1 Crafts St Yard (slide 2 of 2)

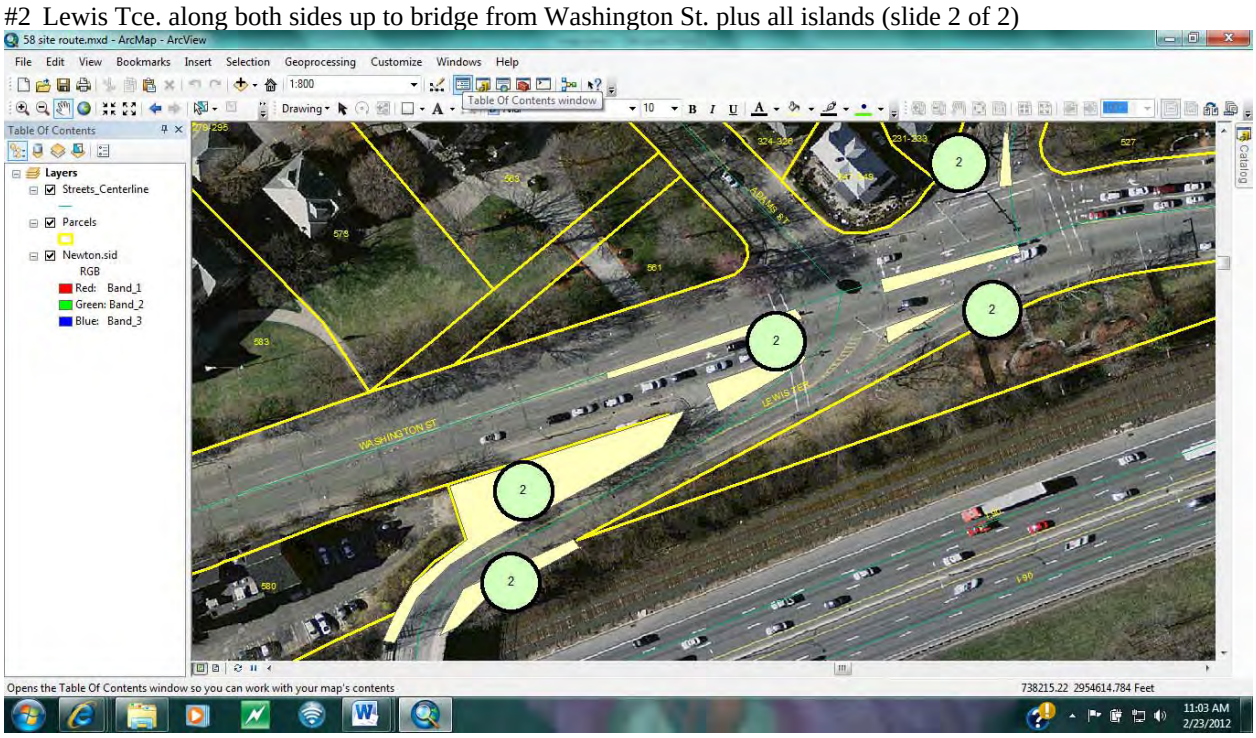


#2 Lewis Tce. along both sides up to bridge from Washington St. plus all islands (slide 1 of 2)




+

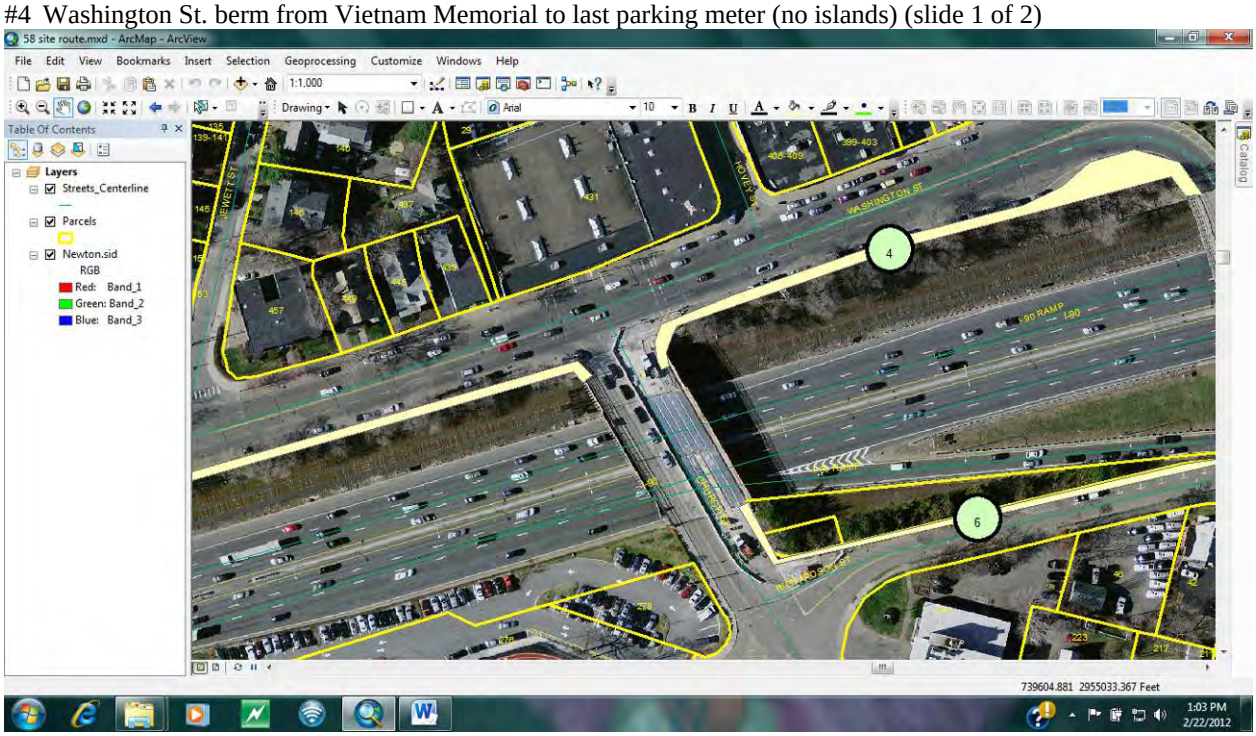
#2 Lewis Tce. along both sides up to bridge from Washington St. plus all islands (slide 2 of 2)



#3 East Side Parkway Reservation, triangle and intersection at Newtonville Ave. (slide 1 of 2)

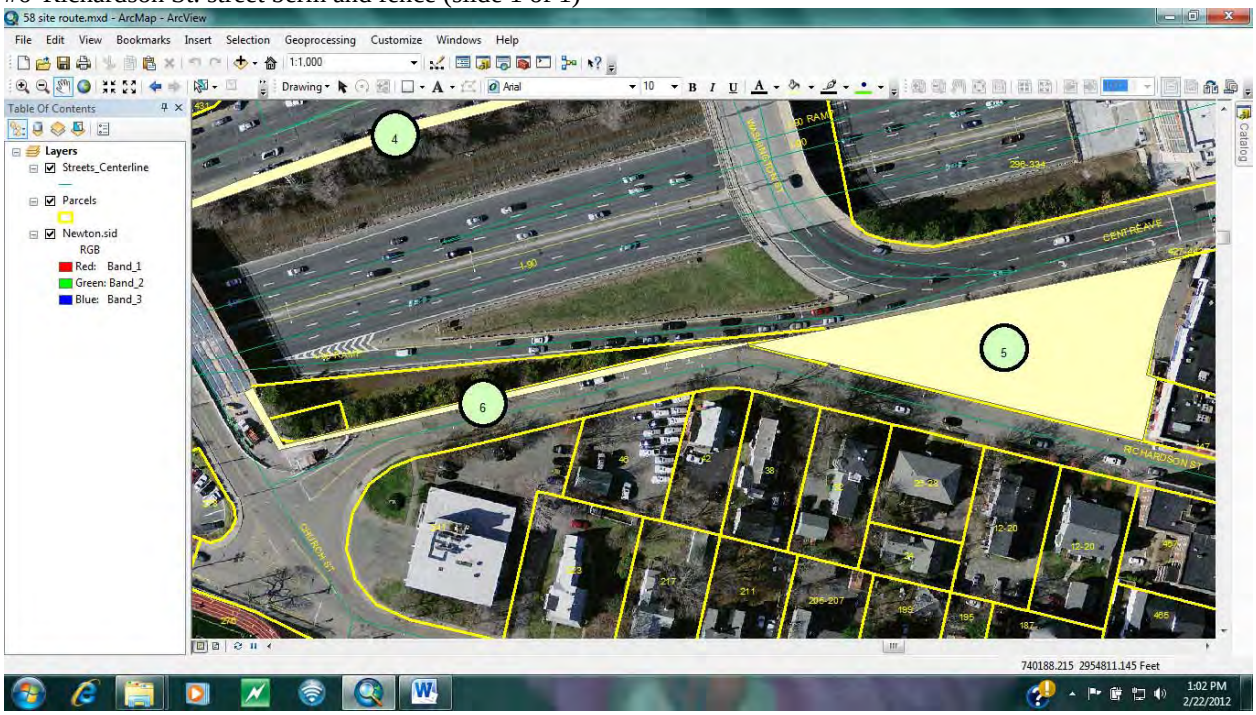
#3 East Side Parkway Reservation, triangle and intersection at Newtonville Ave. (slide 2 of 2)

#4 Washington St. berm from Vietnam Memorial to last parking meter (no islands) (slide 1 of 2)

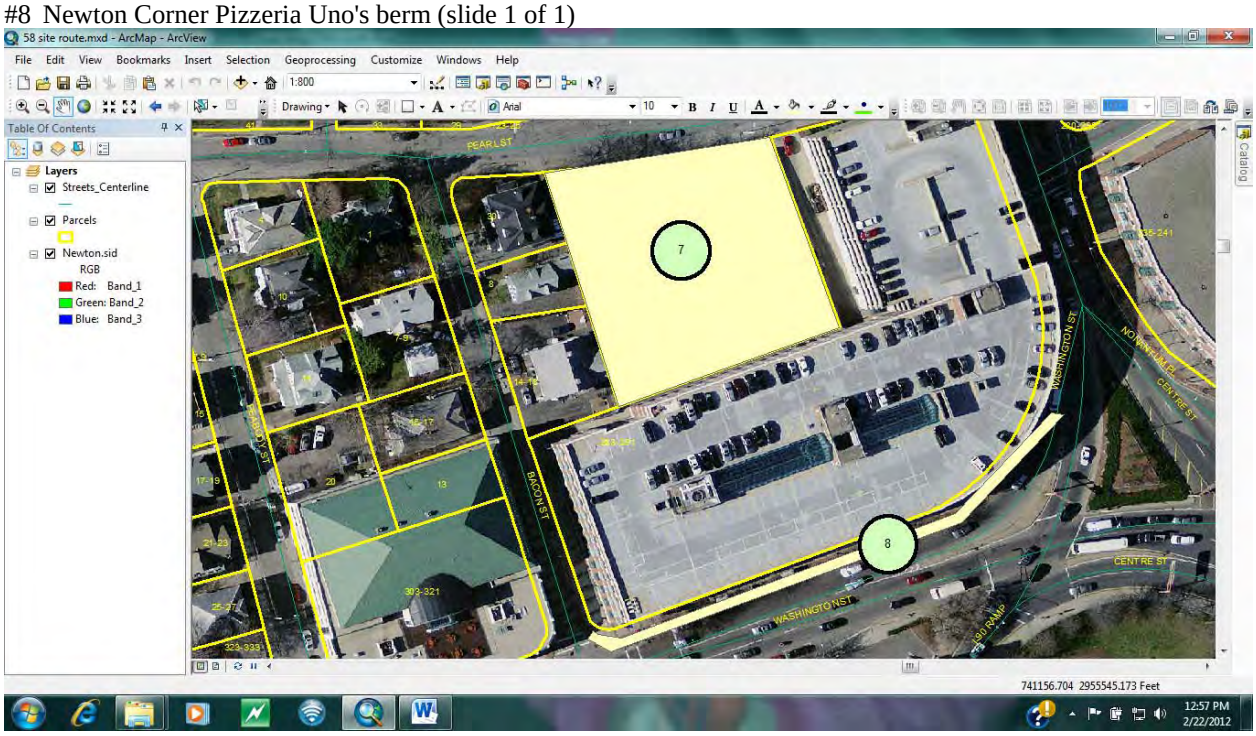



#4 Washington St. berm from Vietnam Memorial to last parking meter (no islands) (slide 2 of 2)

#5 Richardson St. parking lot (slide 1 of 1)
#6 Richardson St. street berm and fence (slide 1 of 1)

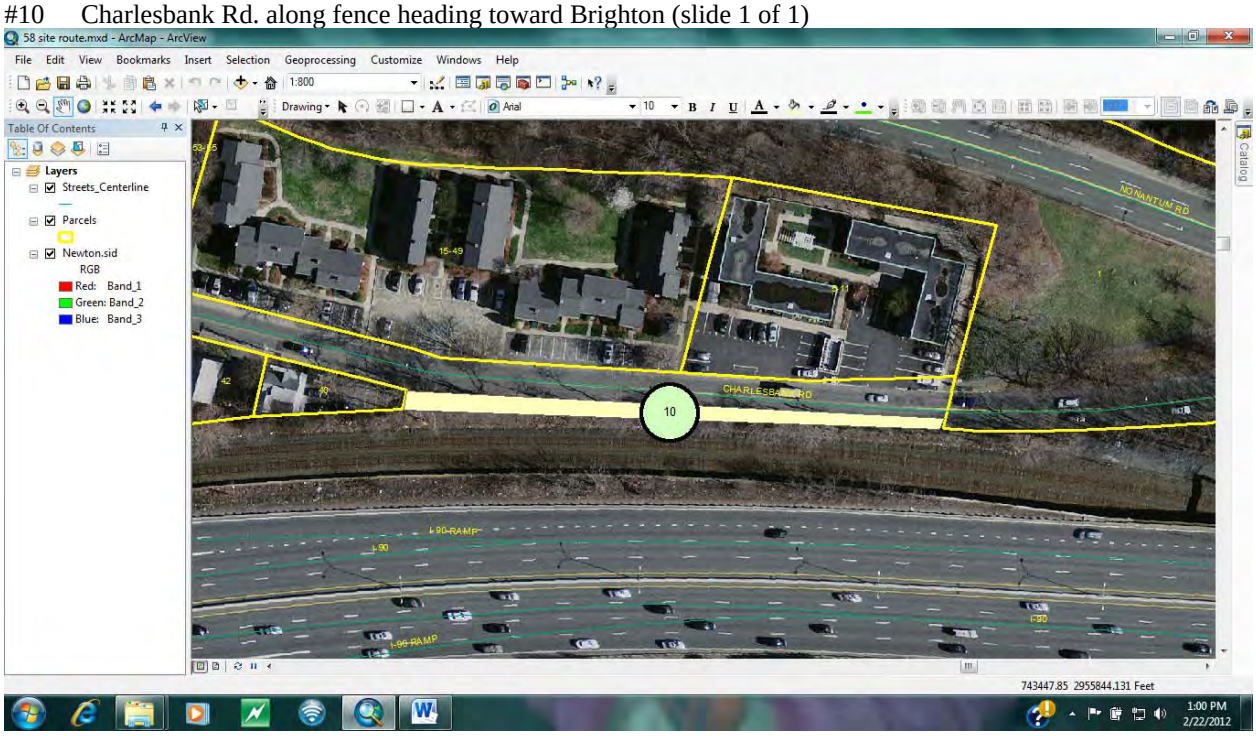



#7 Pearl St. parking lot (slide 1 of 1)
#8 Newton Corner Pizzeria Uno's berm (slide 1 of 1)

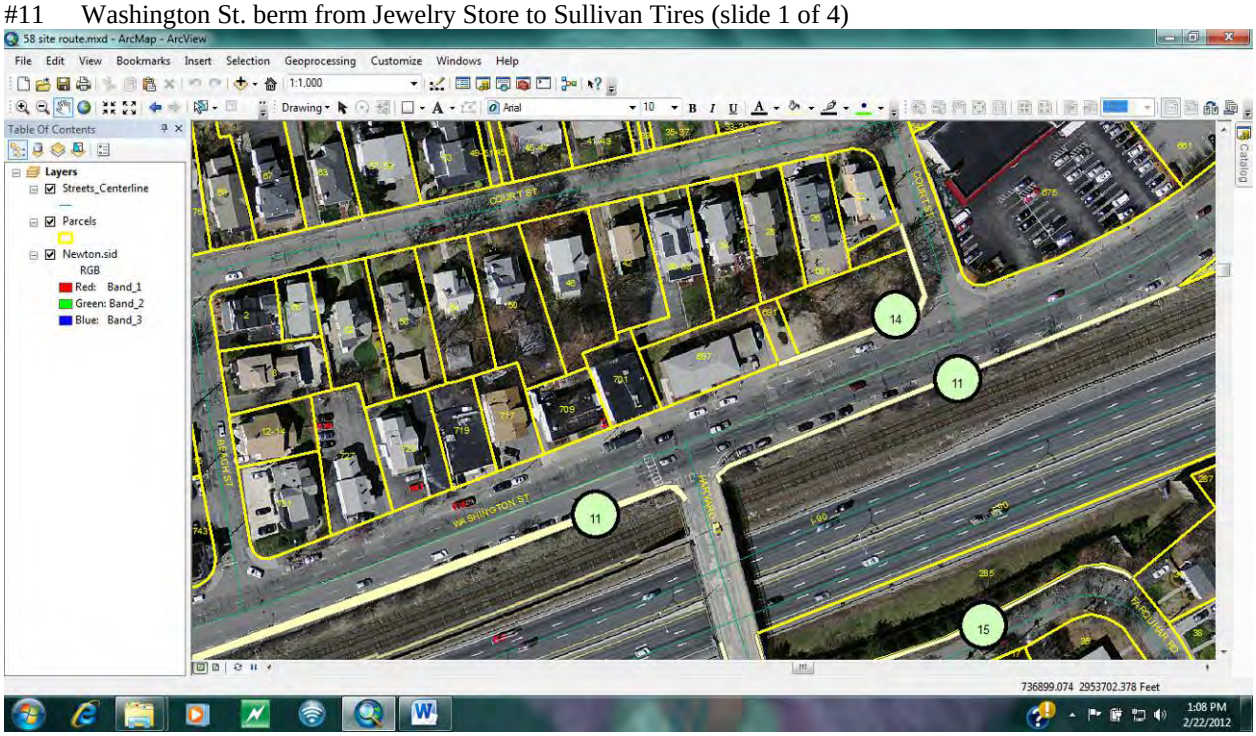


#9 St. James Street (bridge) berm at Mass Pike heading towards Charlesbank Rd. (slide 1 of 1)

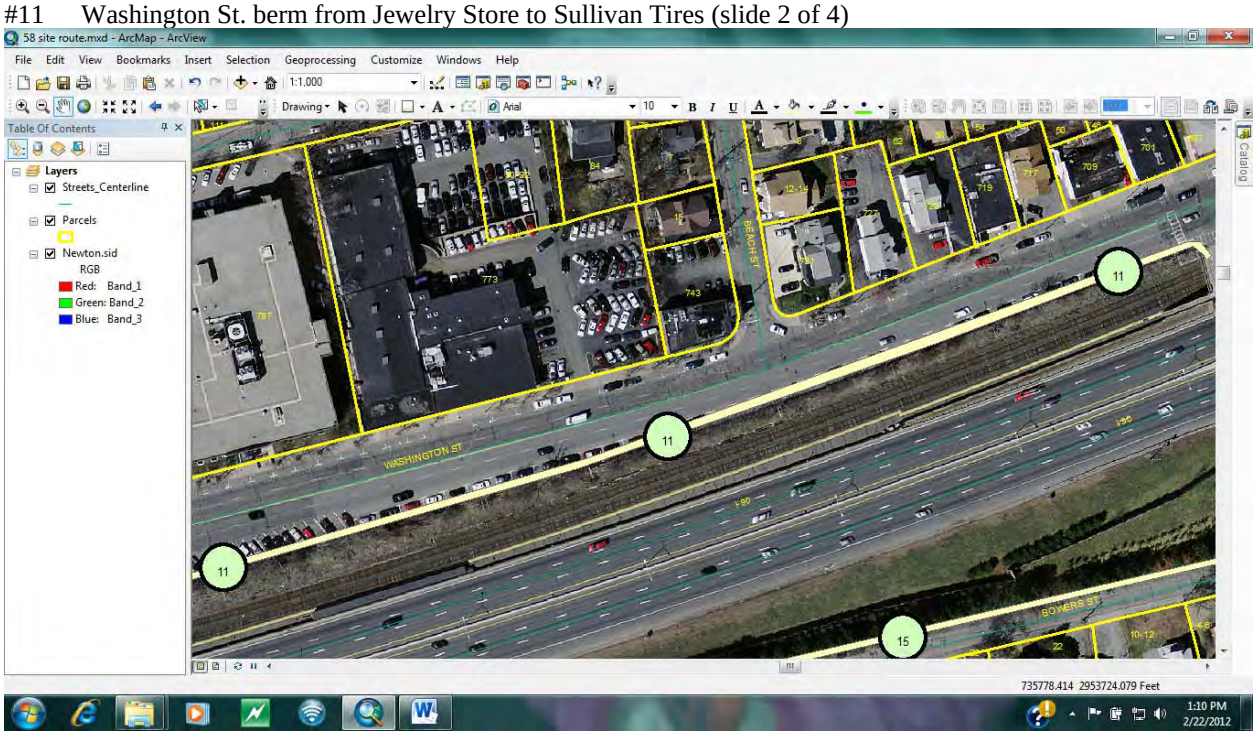
#10 Charlesbank Rd. along fence heading toward Brighton (slide 1 of 1)



#11 Washington St. berm from Jewelry Store to Sullivan Tires (slide 1 of 4)

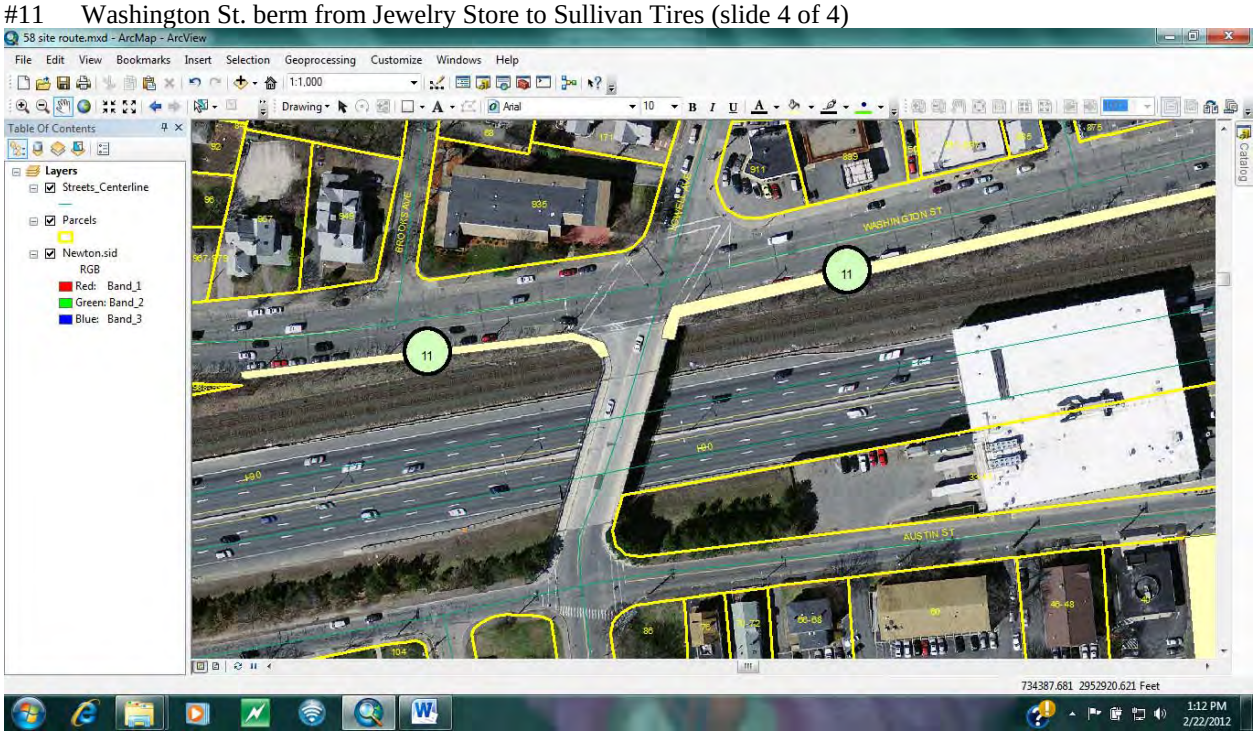



#11 Washington St. berm from Jewelry Store to Sullivan Tires (slide 2 of 4)

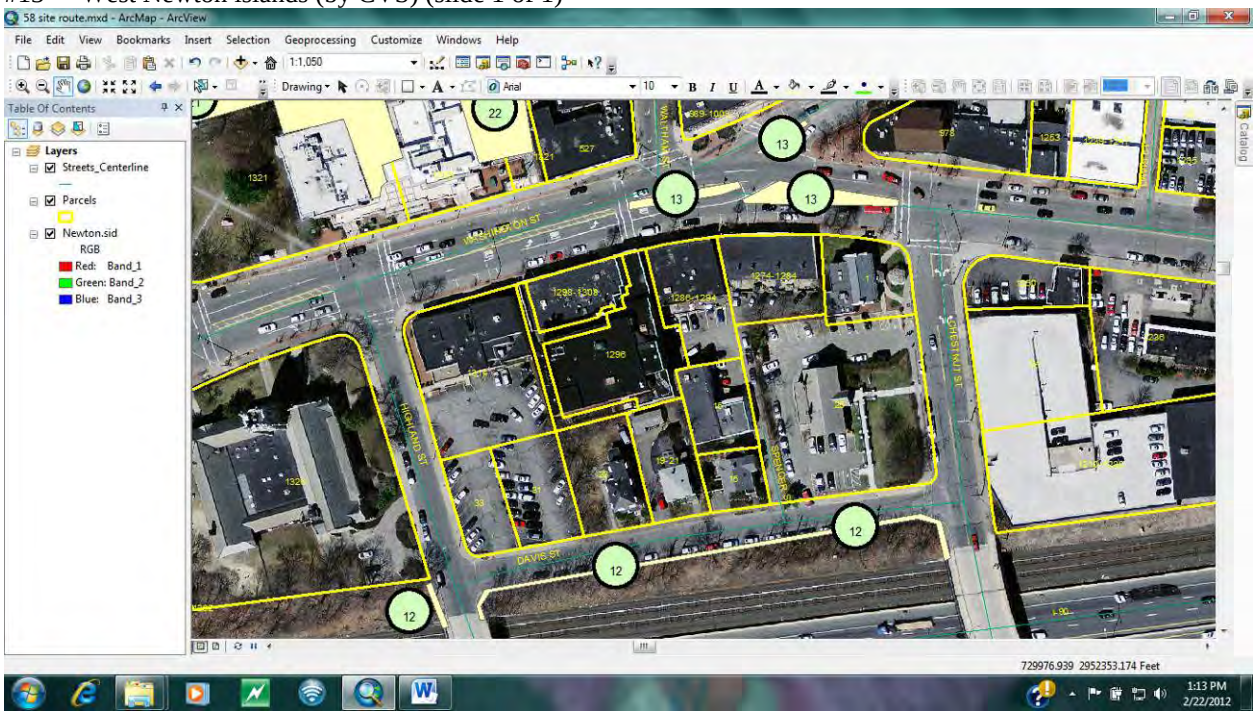


#11 Washington St. berm from Jewelry Store to Sullivan Tires (slide 3 of 4)

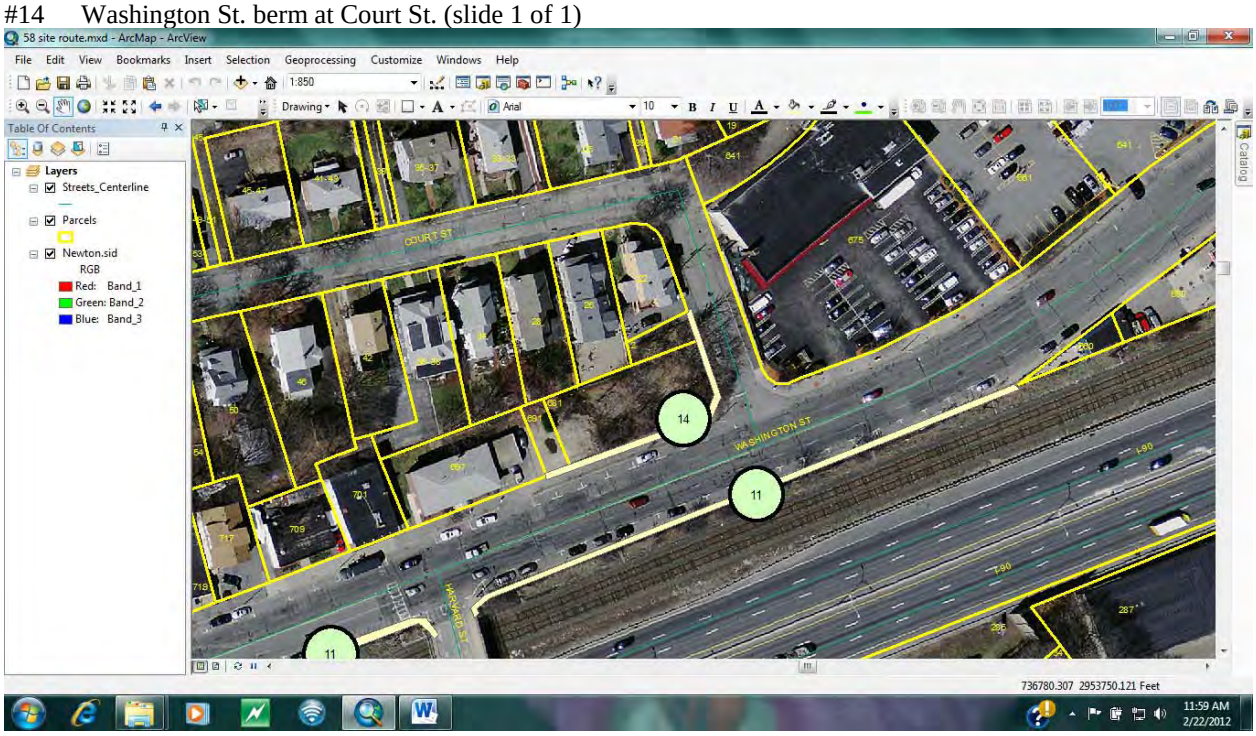
#11 Washington St. berm from Jewelry Store to Sullivan Tires (slide 4 of 4)



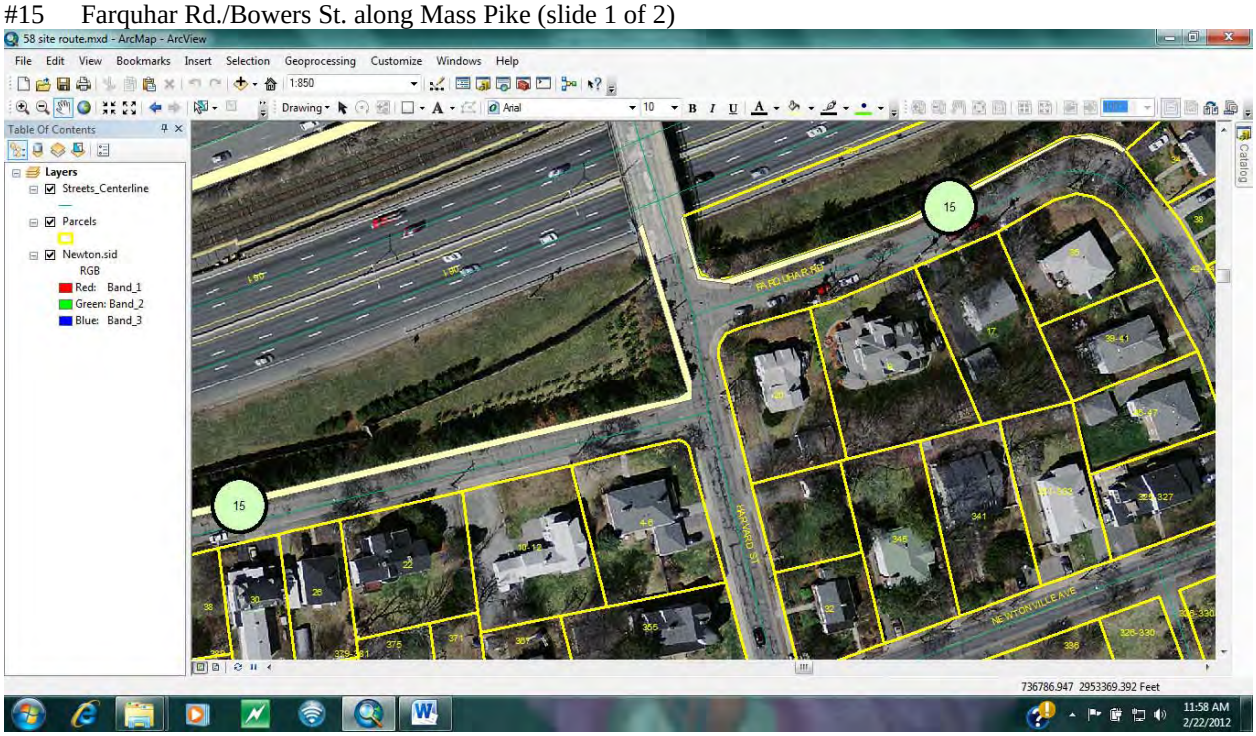
#12 Davis St. berm along Mass Pike (by Police Annex) (slide 1 of 1)
#13 West Newton islands (by CVS) (slide 1 of 1)



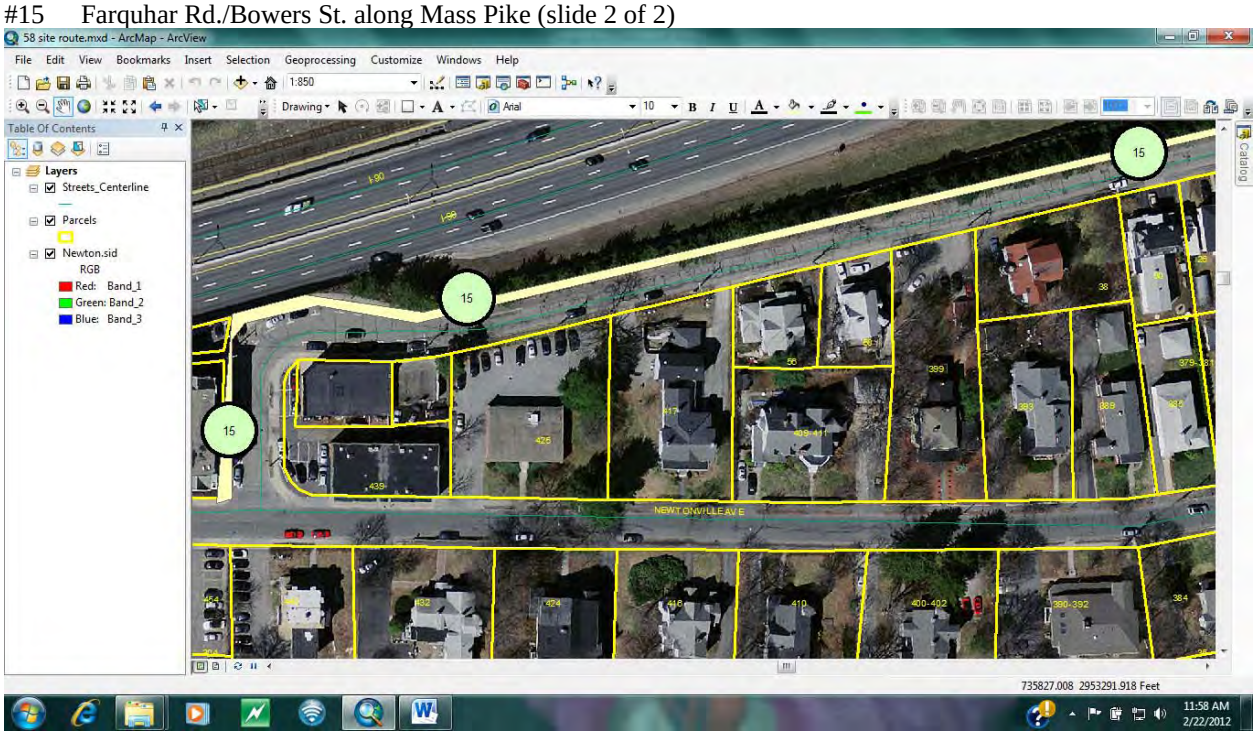

#14 Washington St. berm at Court St. (slide 1 of 1)



#15 Farquhar Rd./Bowers St. along Mass Pike (slide 1 of 2)

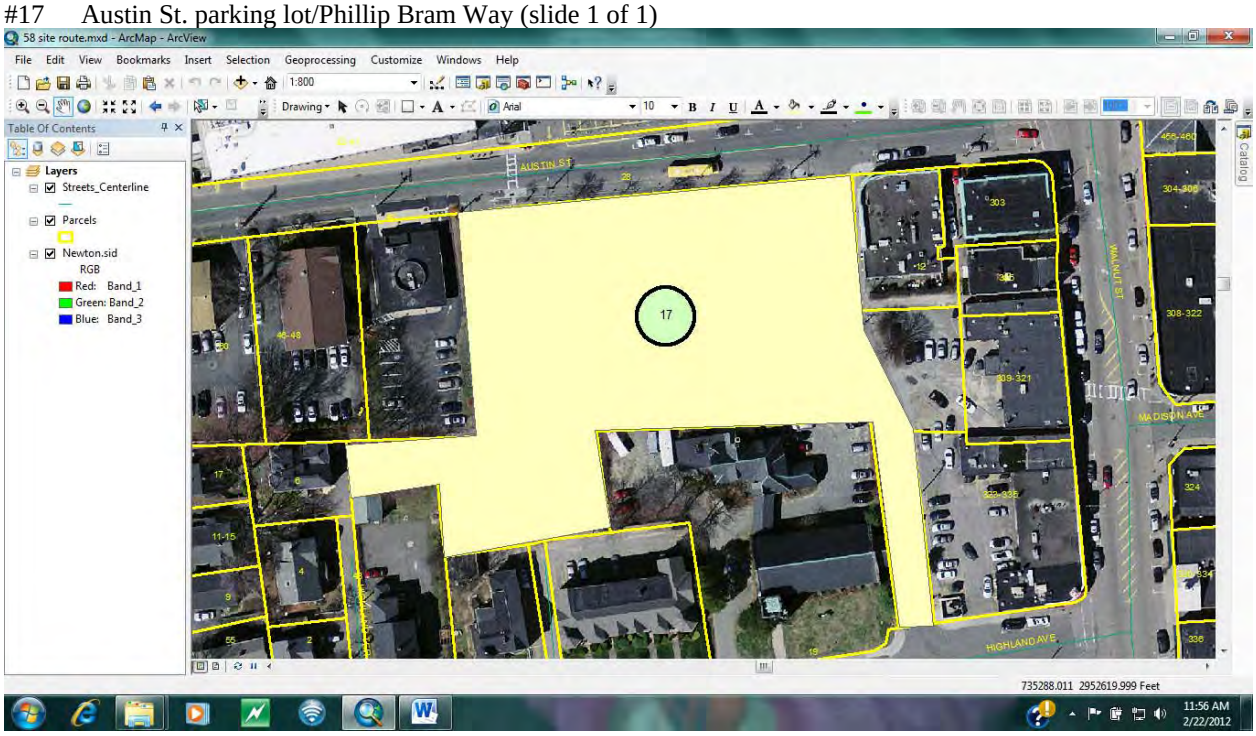



#15 Farquhar Rd./Bowers St. along Mass Pike (slide 2 of 2)

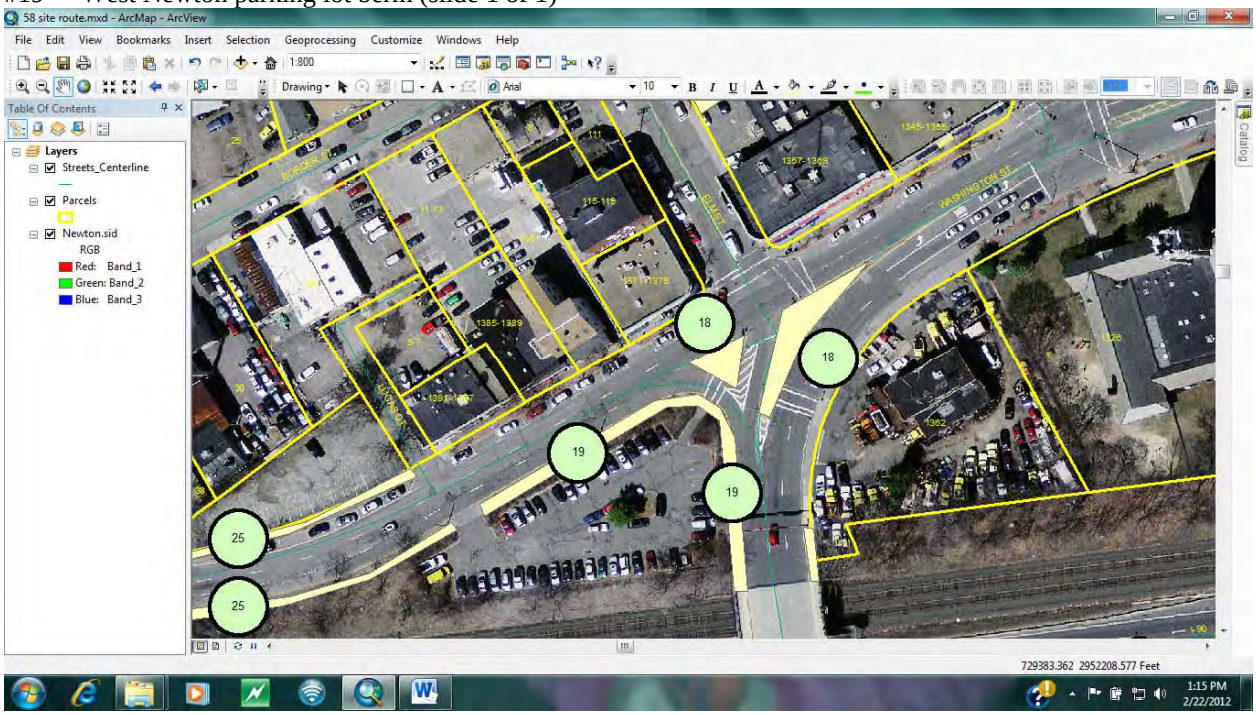


#16 2 Islands and berms at Newtonville Ave. and Walnut St. including up to bridge (slide 1 of 1)

#17 Austin St. parking lot/Phillip Bram Way (slide 1 of 1)

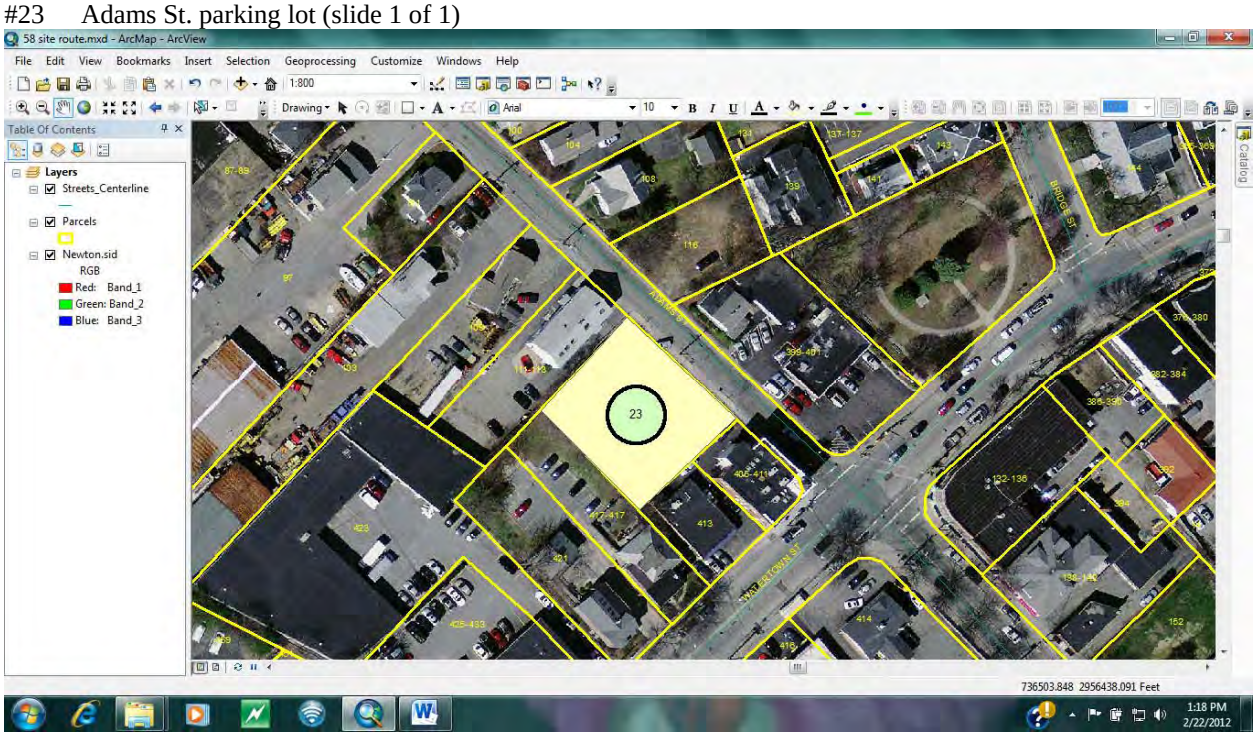


#18 Tody's islands (slide 1 of 1)
#19 West Newton parking lot berm (slide 1 of 1)

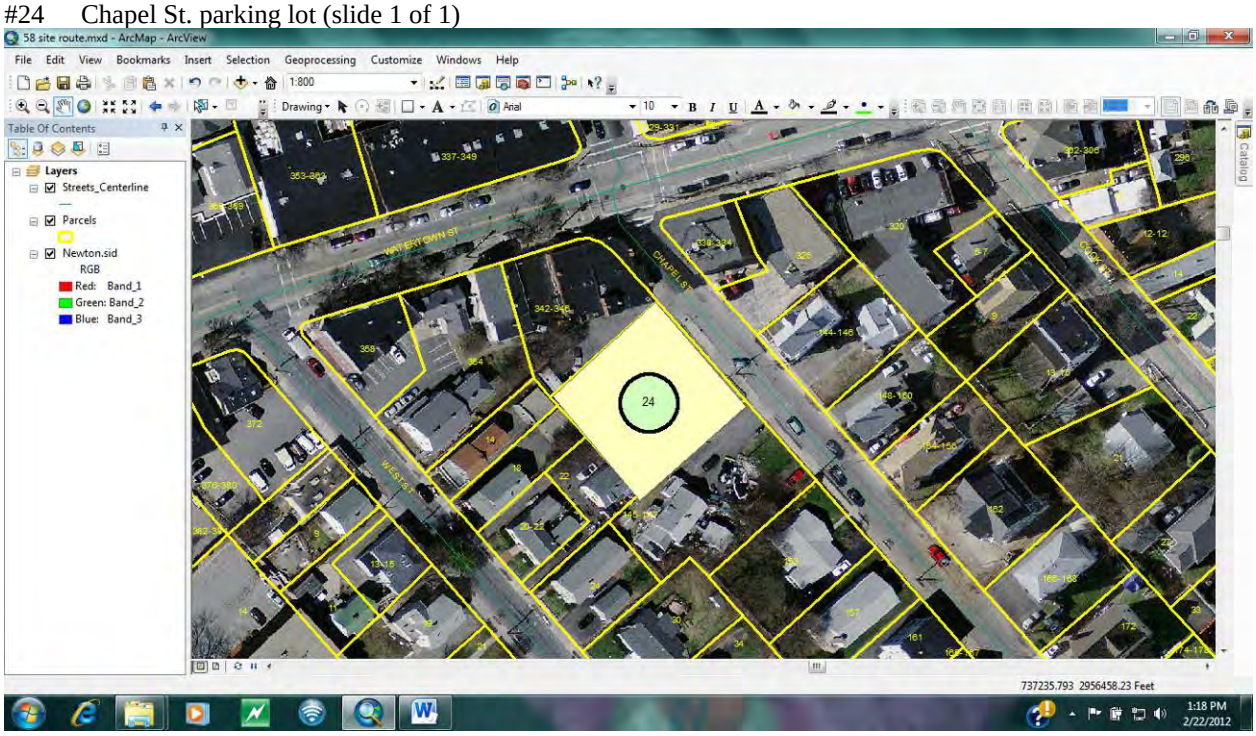



#20 Elm St. parking lot (slide 1 of 1)
#21 Police HQ's parking lot (slide 1 of 1)
#22 Court House parking lot/Waltham St. parking lot (slide 1 of 1)

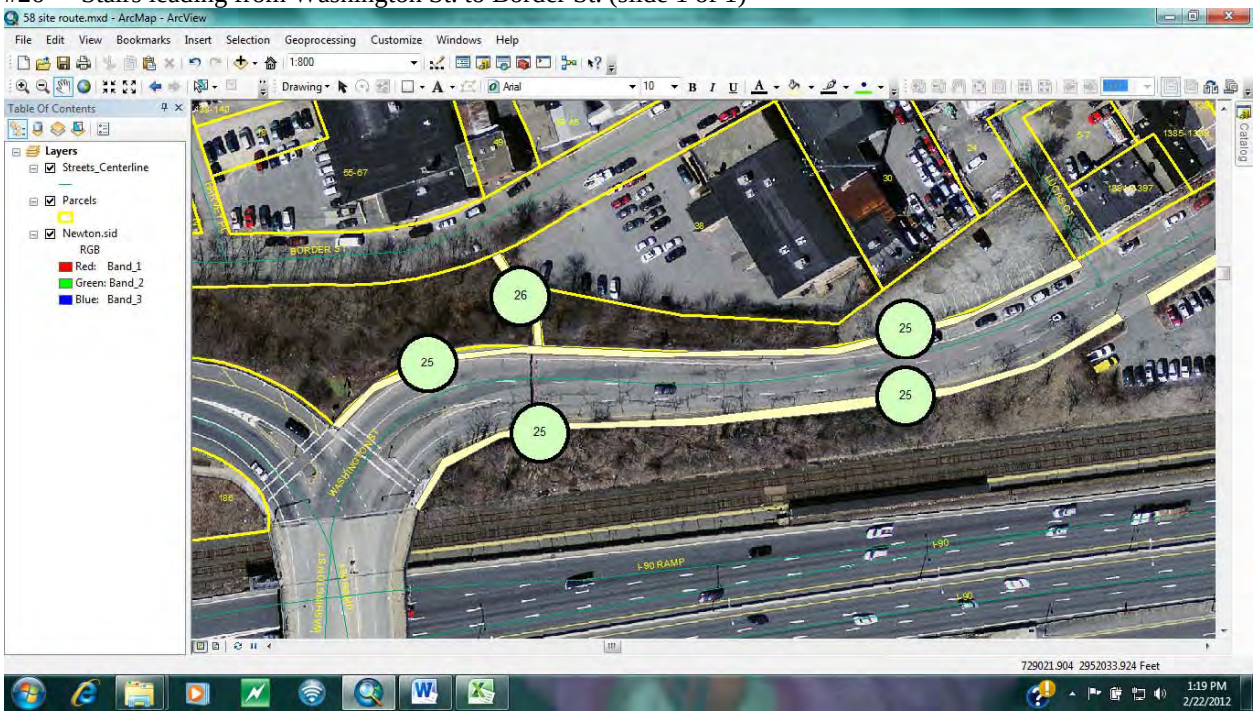
#23 Adams St. parking lot (slide 1 of 1)



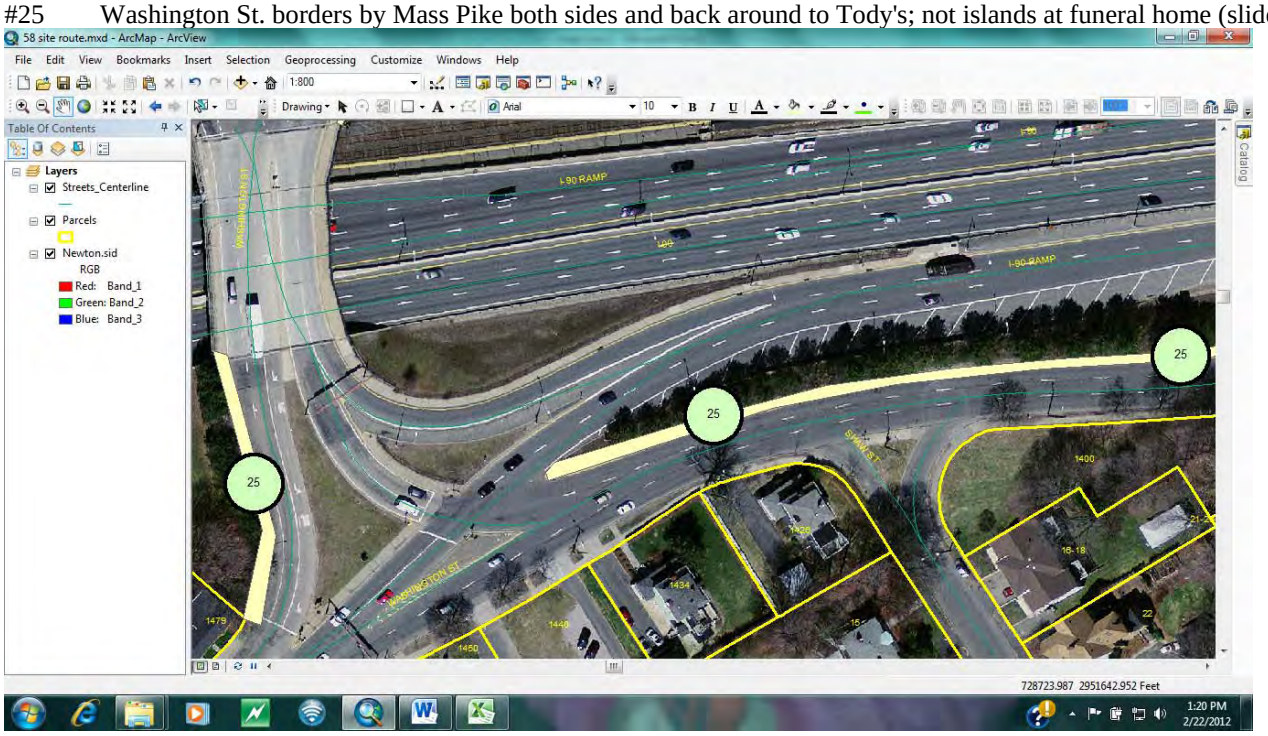

#24 Chapel St. parking lot (slide 1 of 1)



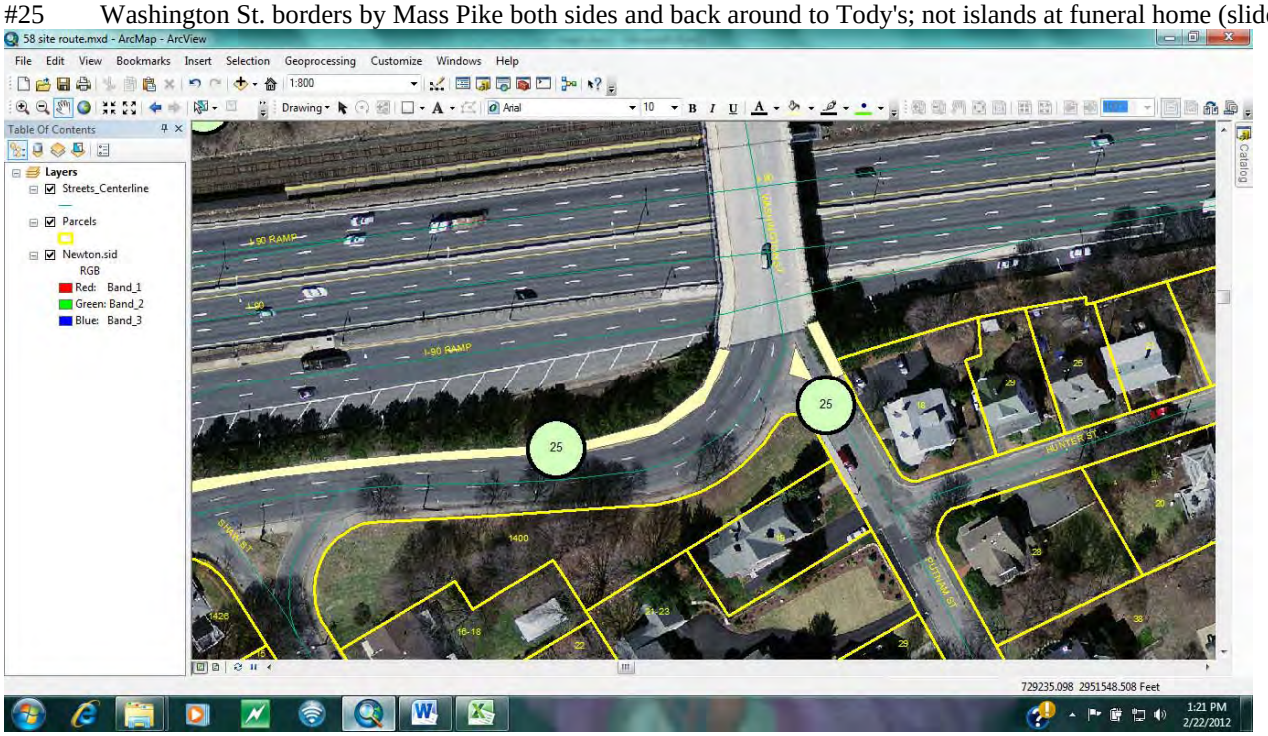
#25 Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home (slide 1 of 3)
#26 Stairs leading from Washington St. to Border St. (slide 1 of 1)



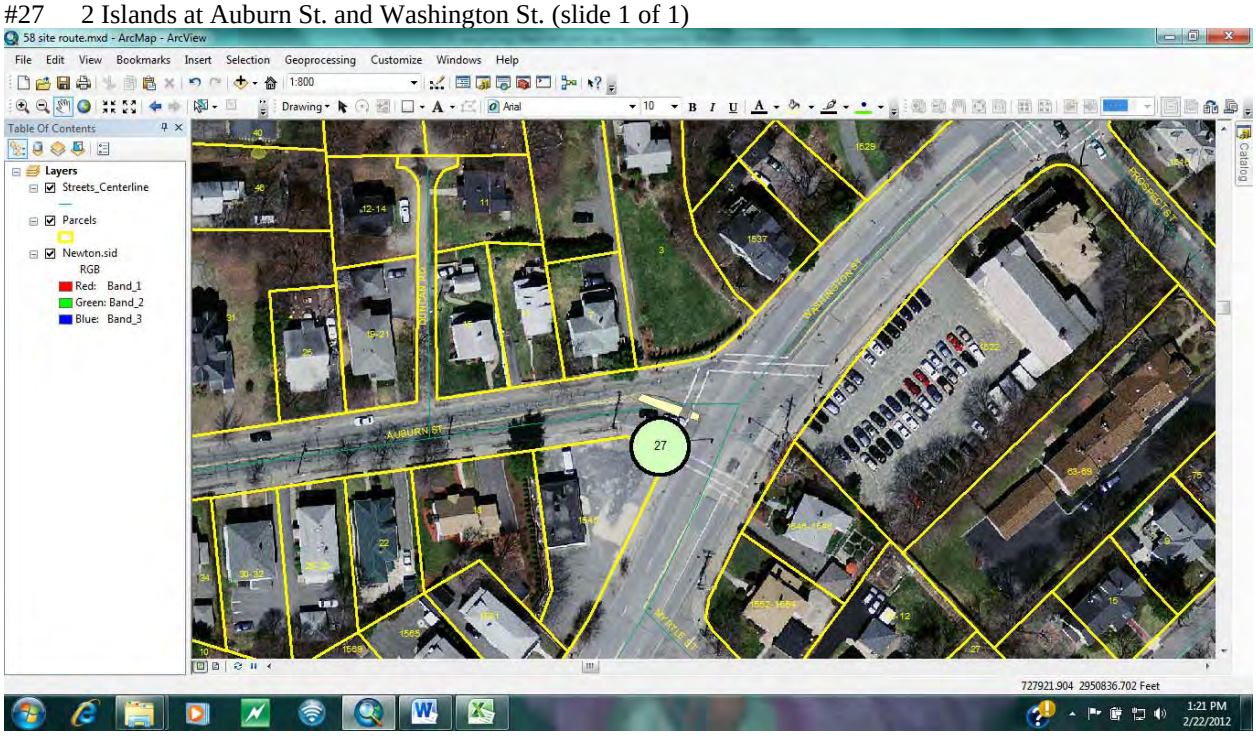

#25 Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home (slide 2 of 3)



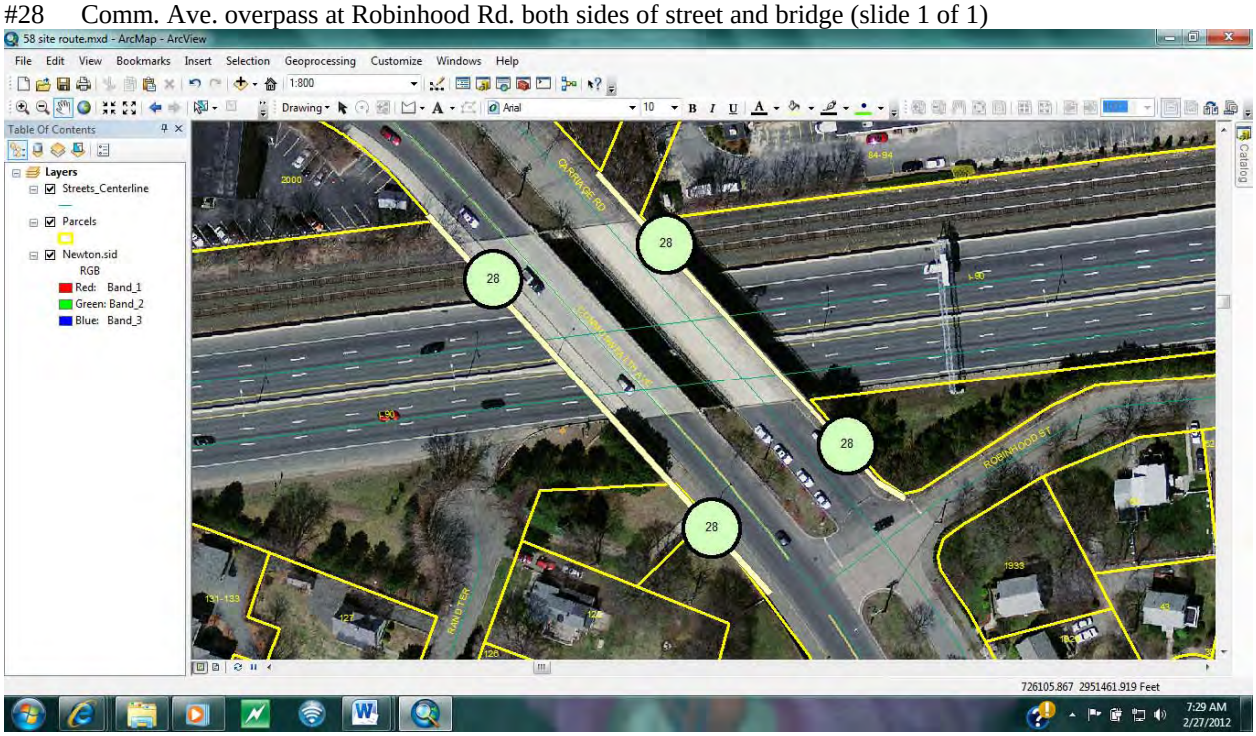
#25 Washington St. borders by Mass Pike both sides and back around to Tody's; not islands at funeral home (slide 3 of 3)



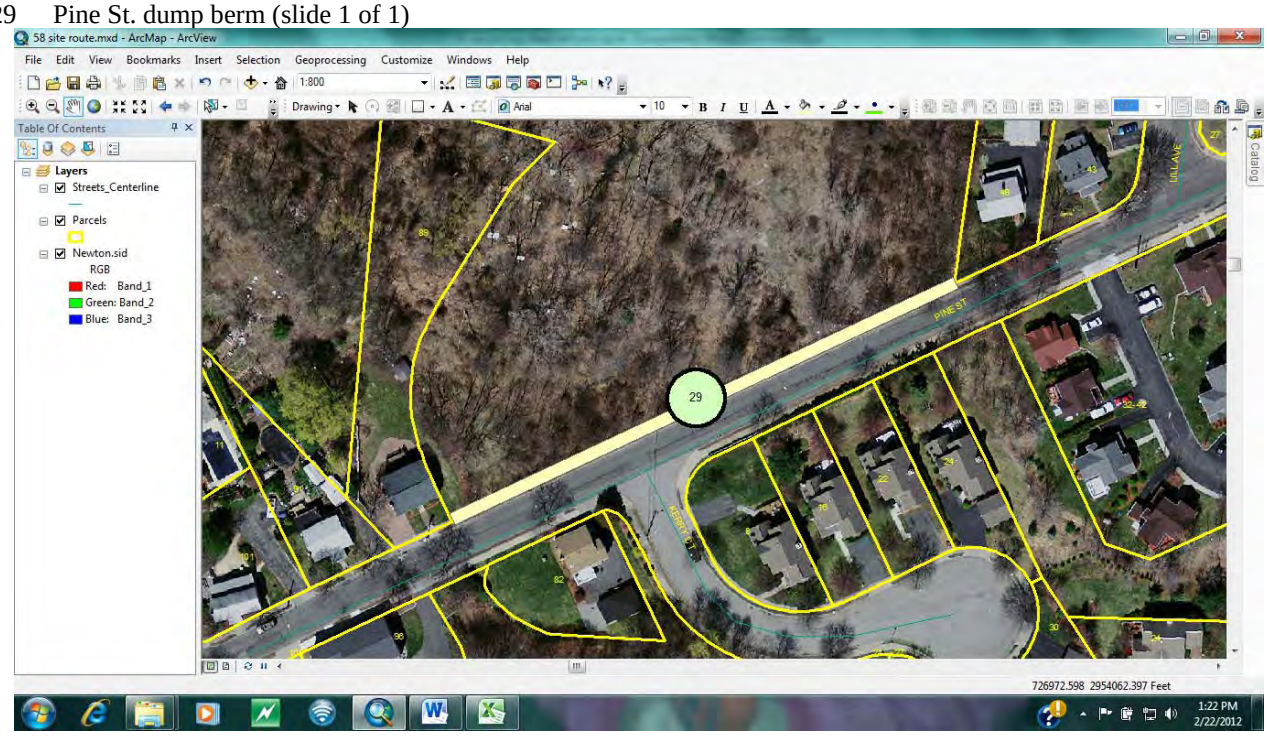

#27 2 Islands at Auburn St. and Washington St. (slide 1 of 1)



#28 Comm. Ave. overpass at Robinhood Rd. both sides of street and bridge (slide 1 of 1)

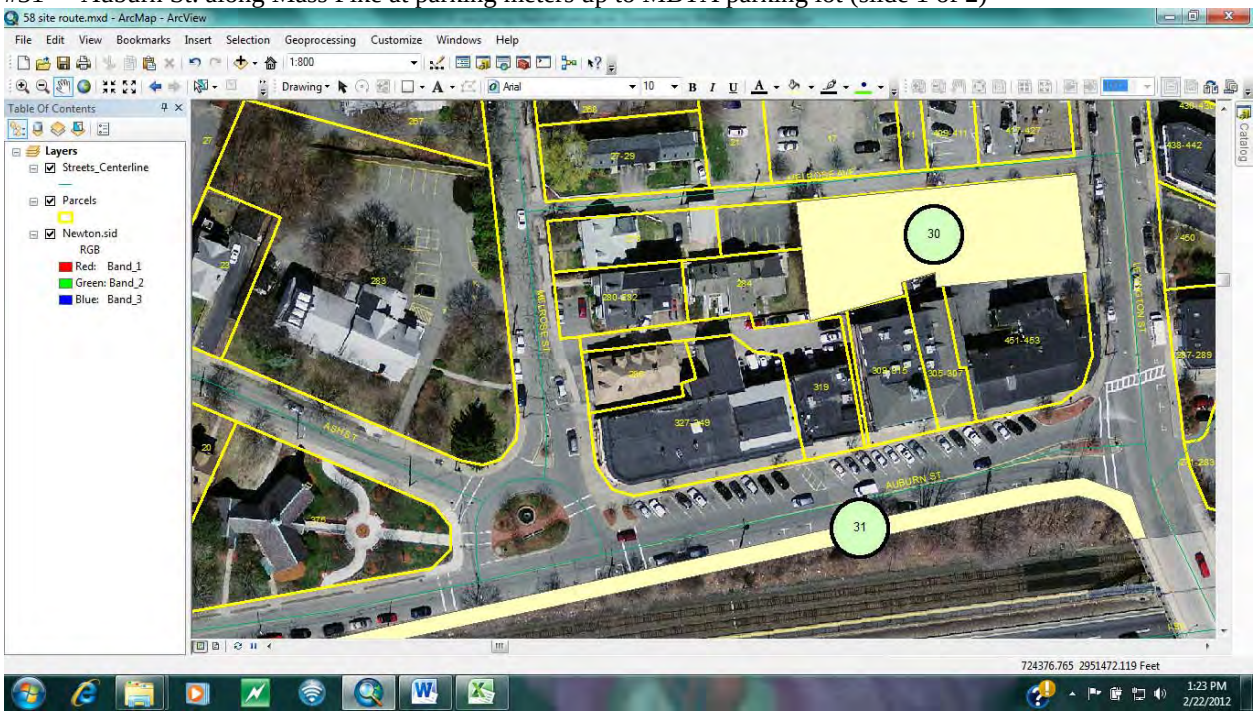



#29 Pine St. dump berm (slide 1 of 1)



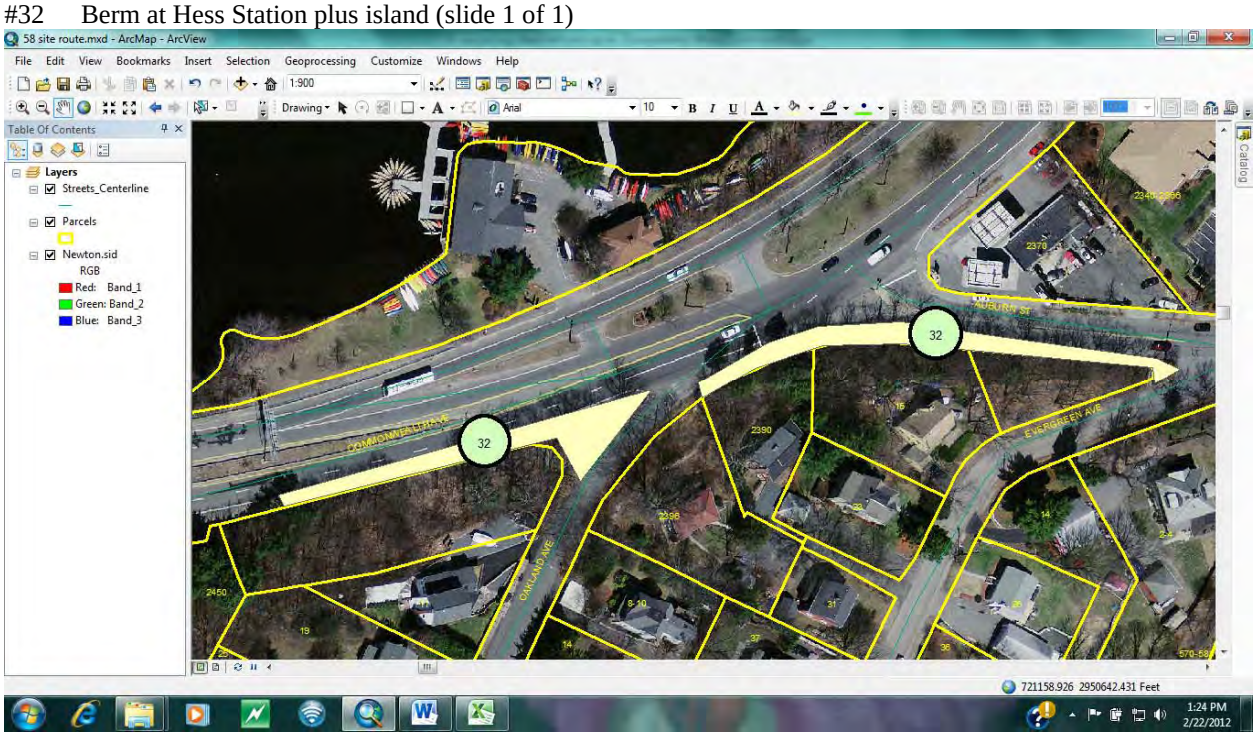
#30 Auburndale Sq. parking lot (slide 1 of 1)

#31 Auburn St. along Mass Pike at parking meters up to MBTA parking lot (slide 1 of 2)

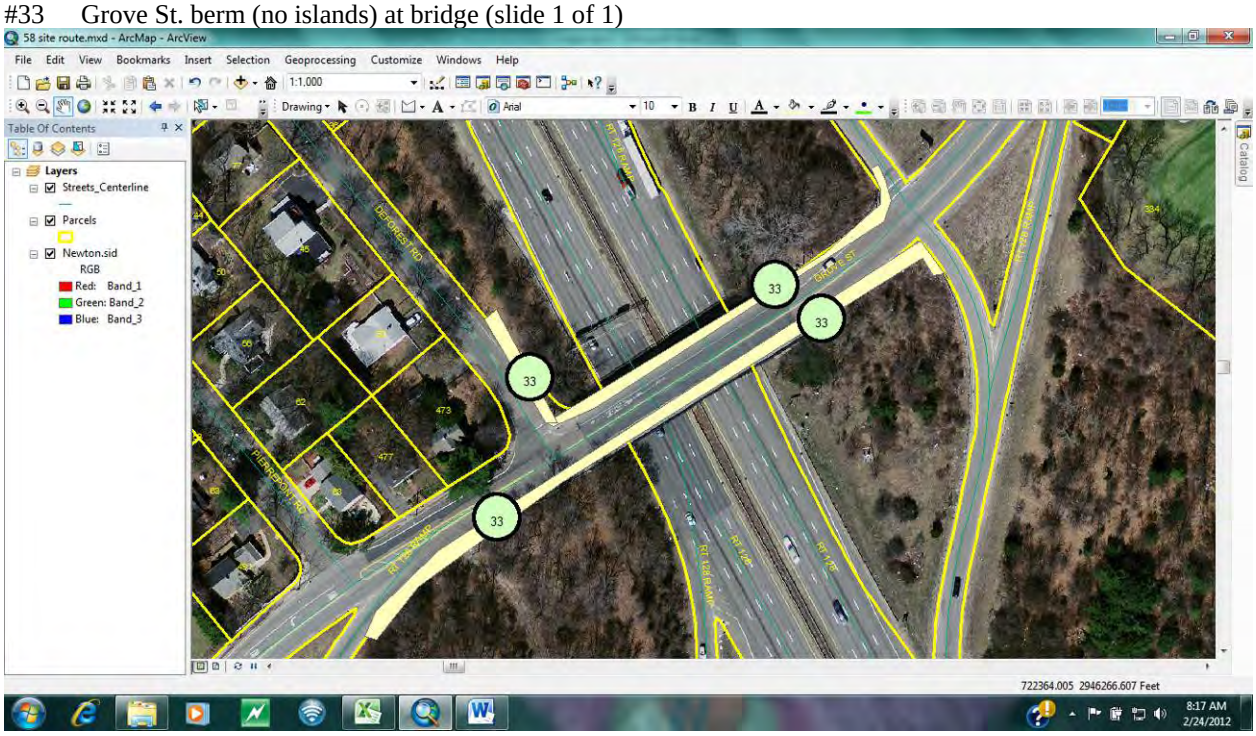



#31 Auburn St. along Mass Pike at parking meters up to MBTA parking lot (slide 2 of 2)

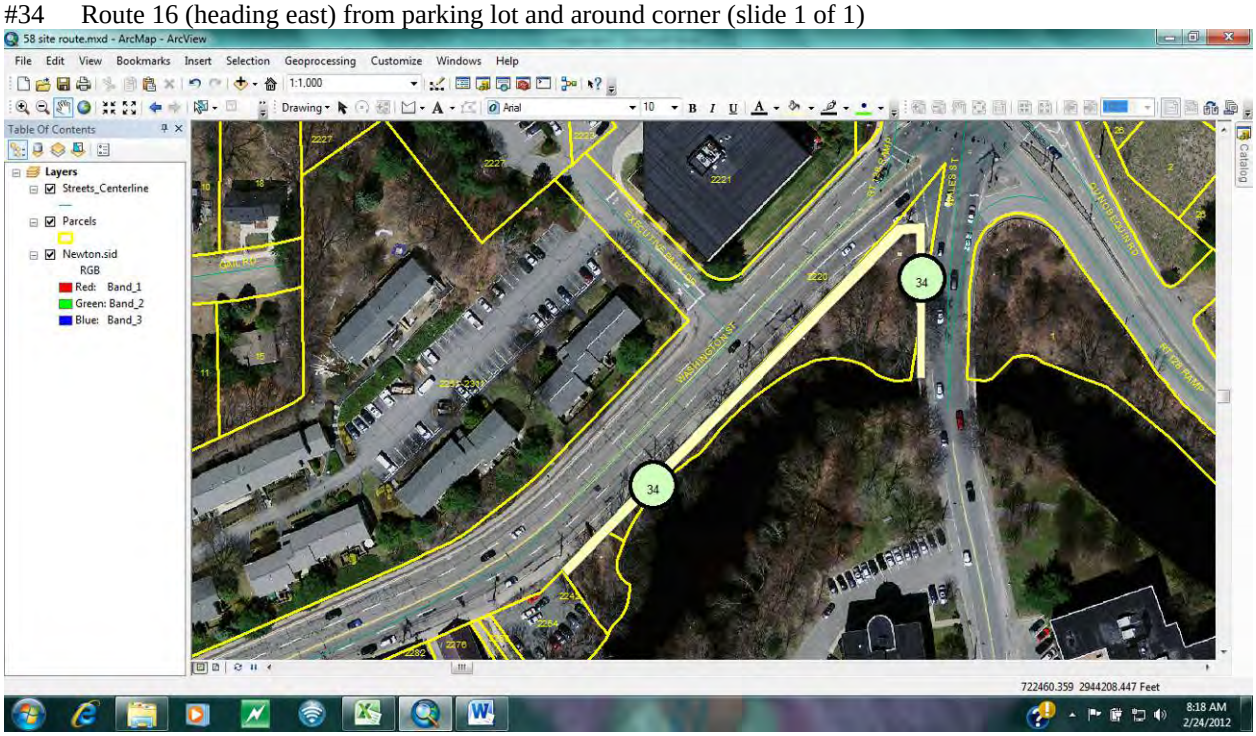
#32 Berm at Hess Station plus island (slide 1 of 1)



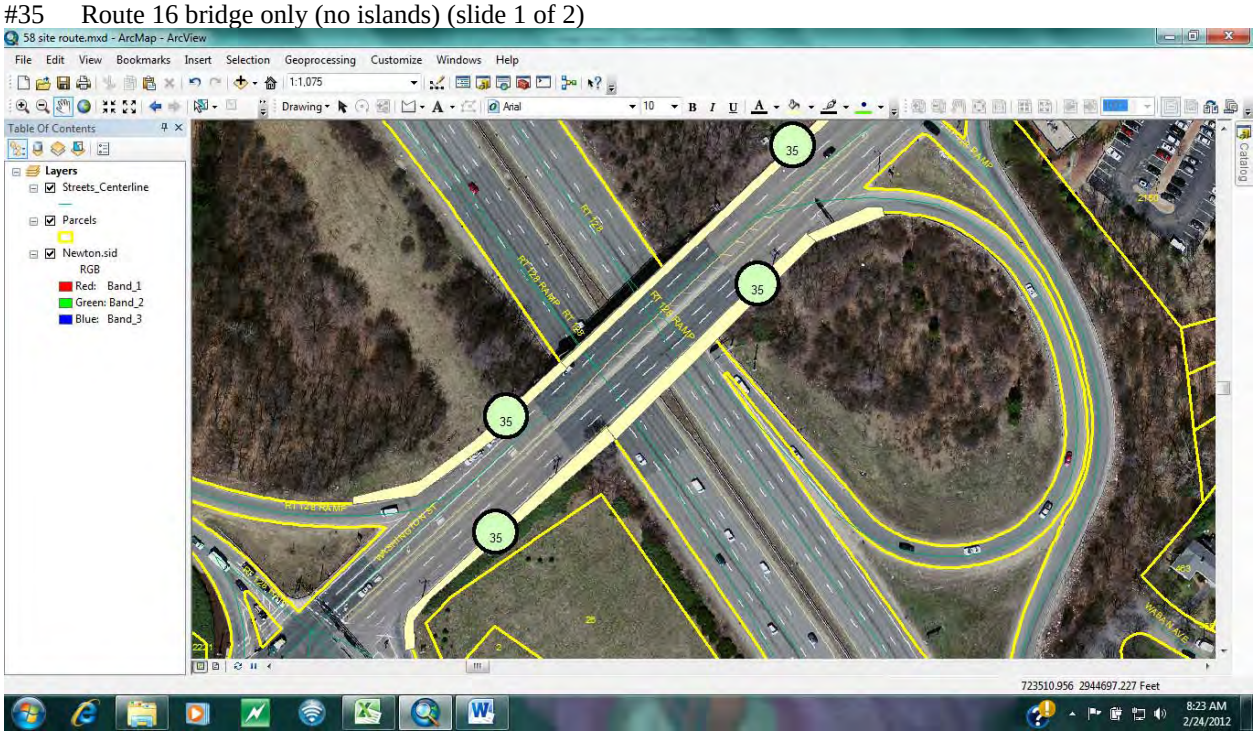

#33 Grove St. berm (no islands) at bridge (slide 1 of 1)



#34 Route 16 (heading east) from parking lot and around corner (slide 1 of 1)

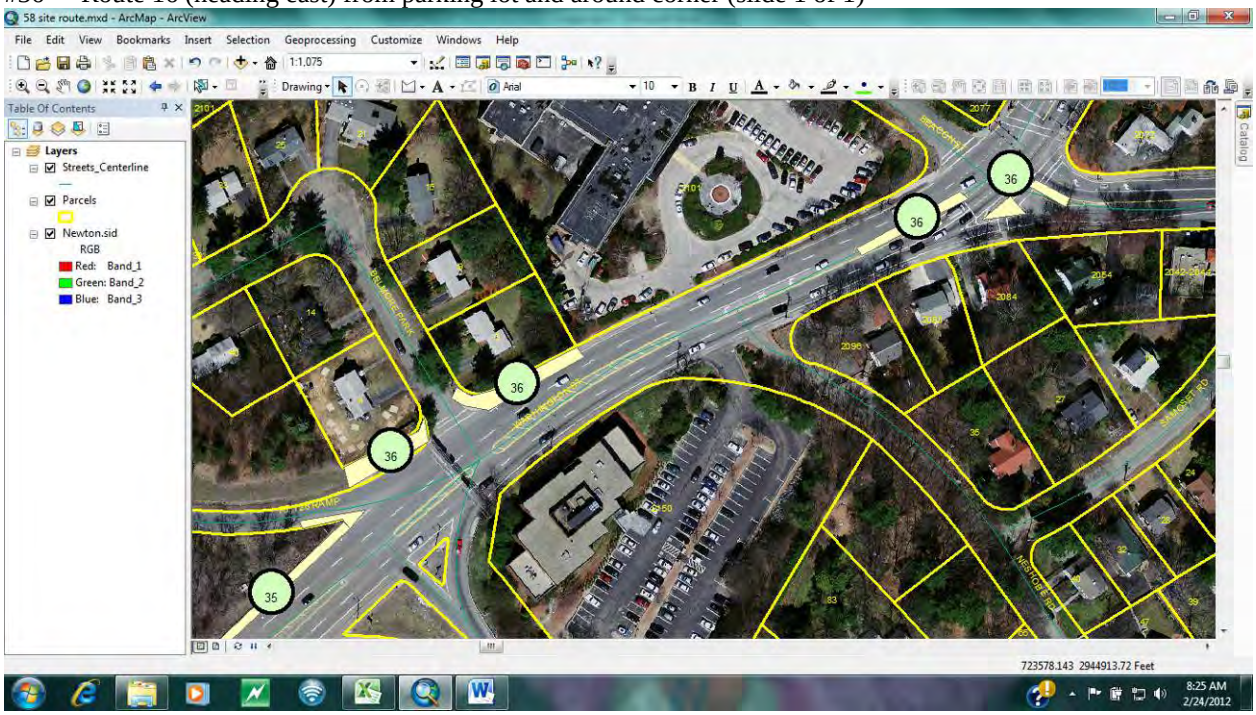



#35 Route 16 bridge only (no islands) (slide 1 of 2)

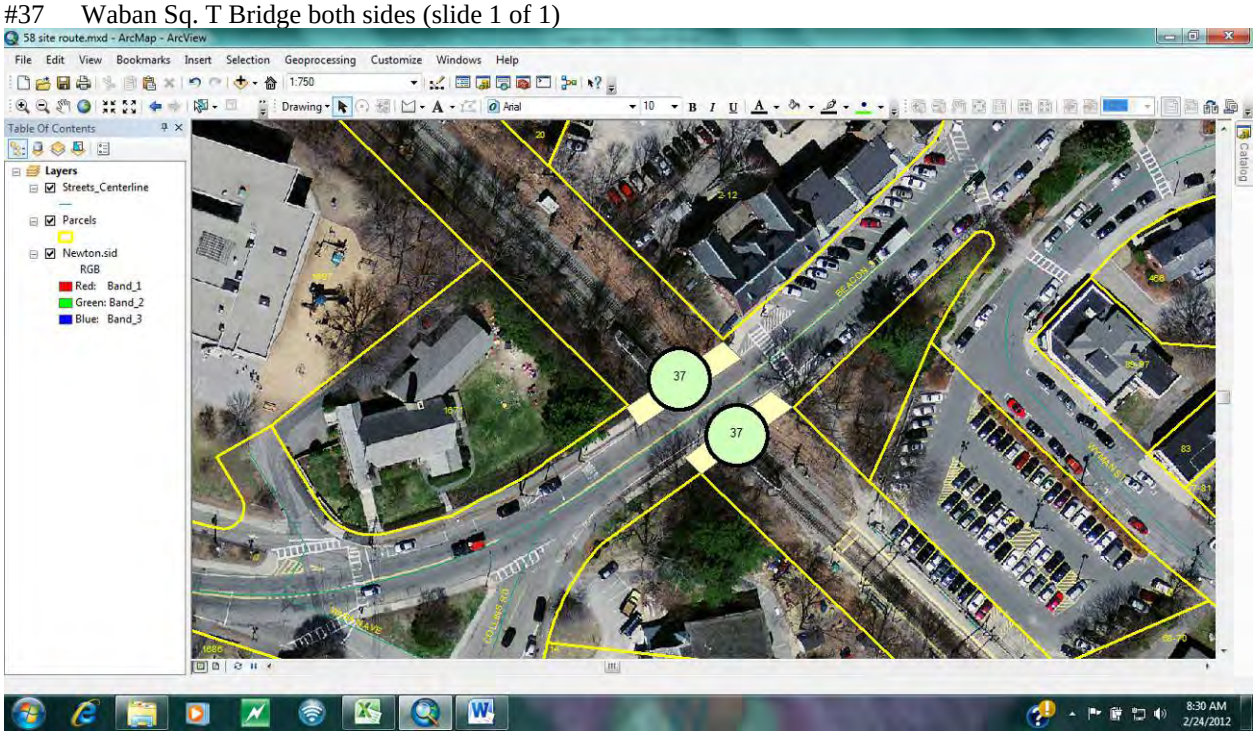


#35 Route 16 bridge only (no islands) (slide 2 of 2)

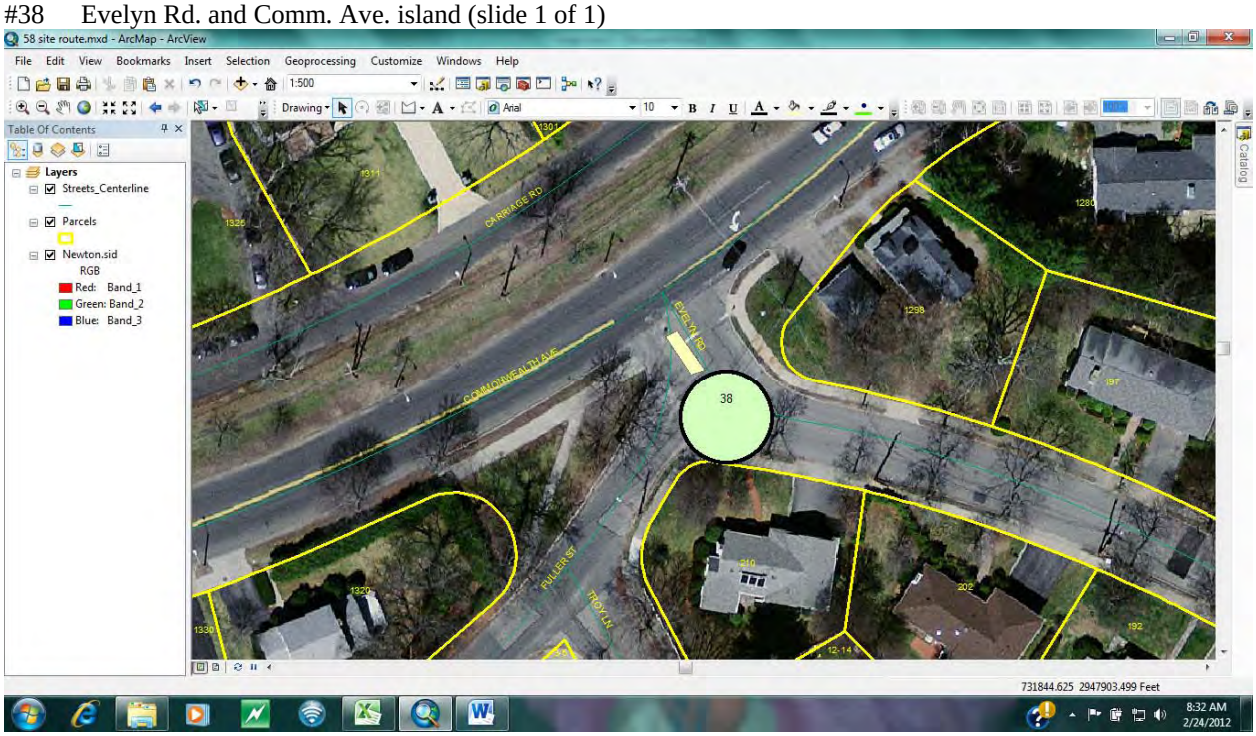
#36 Route 16 (heading east) from parking lot and around corner (slide 1 of 1)



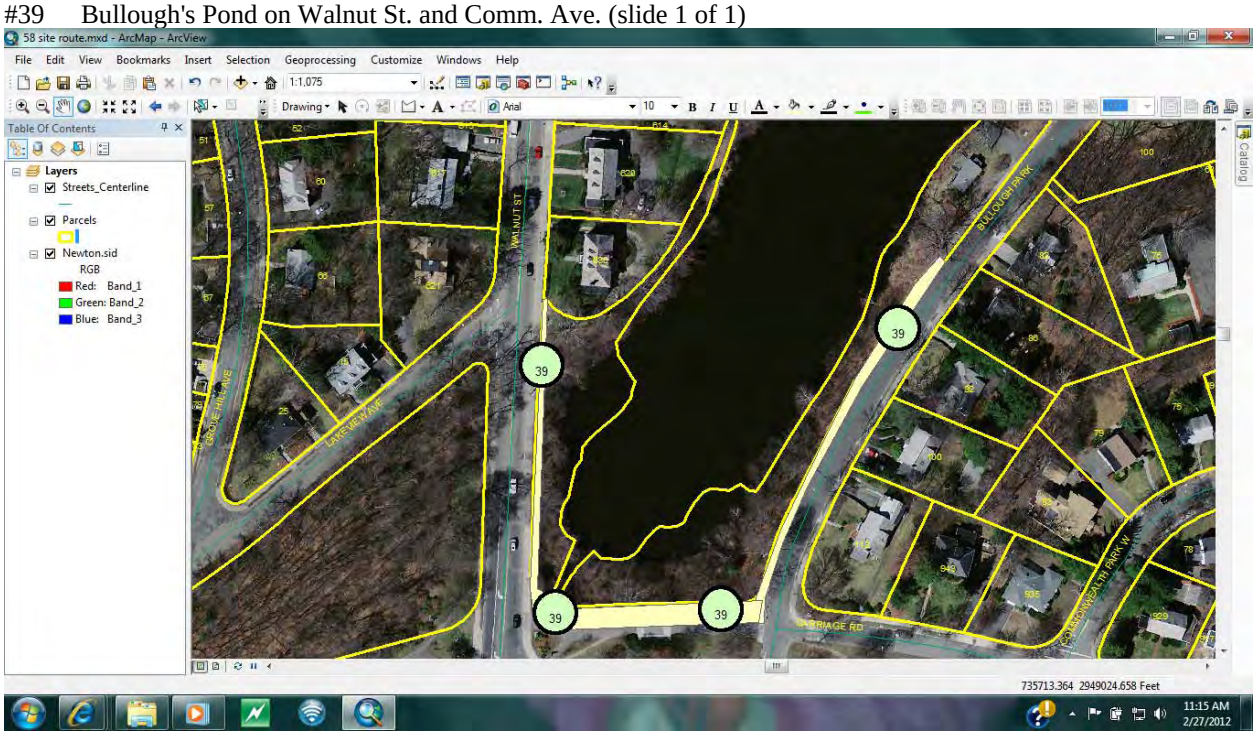

#37 Waban Sq. T Bridge both sides (slide 1 of 1)



#38 Evelyn Rd. and Comm. Ave. island (slide 1 of 1)

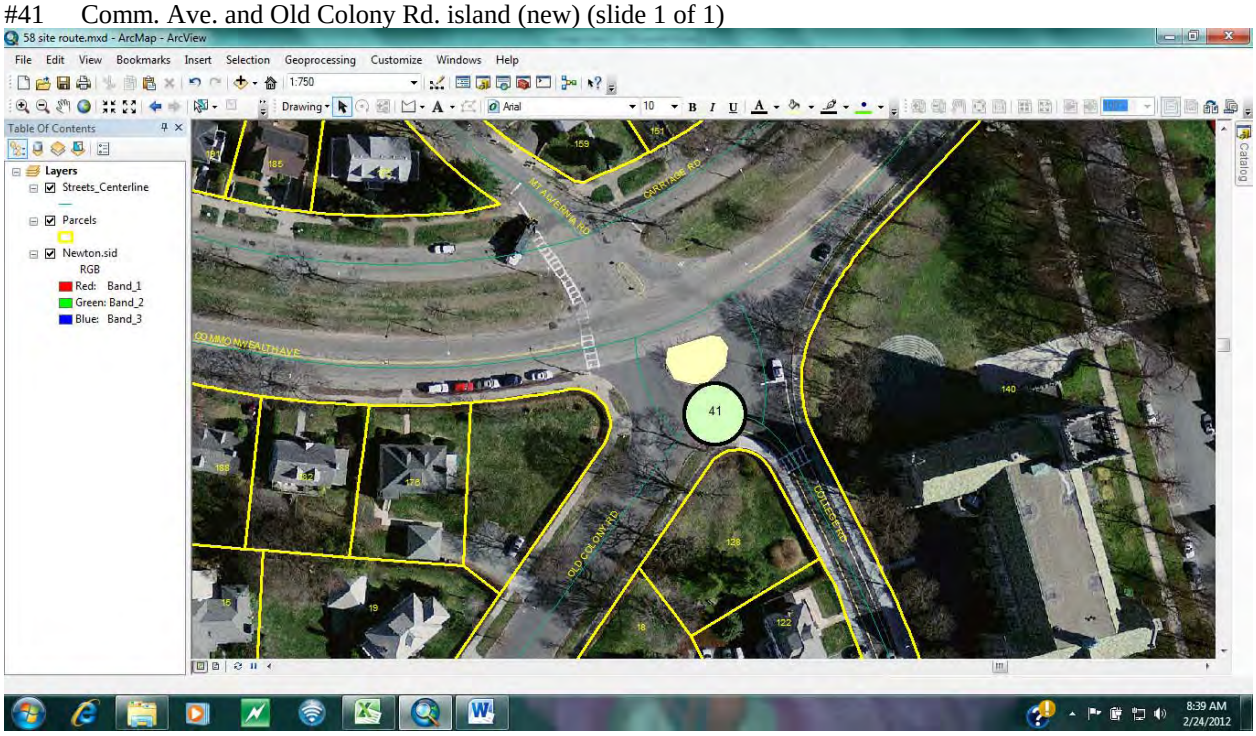



#39 Bullough's Pond on Walnut St. and Comm. Ave. (slide 1 of 1)

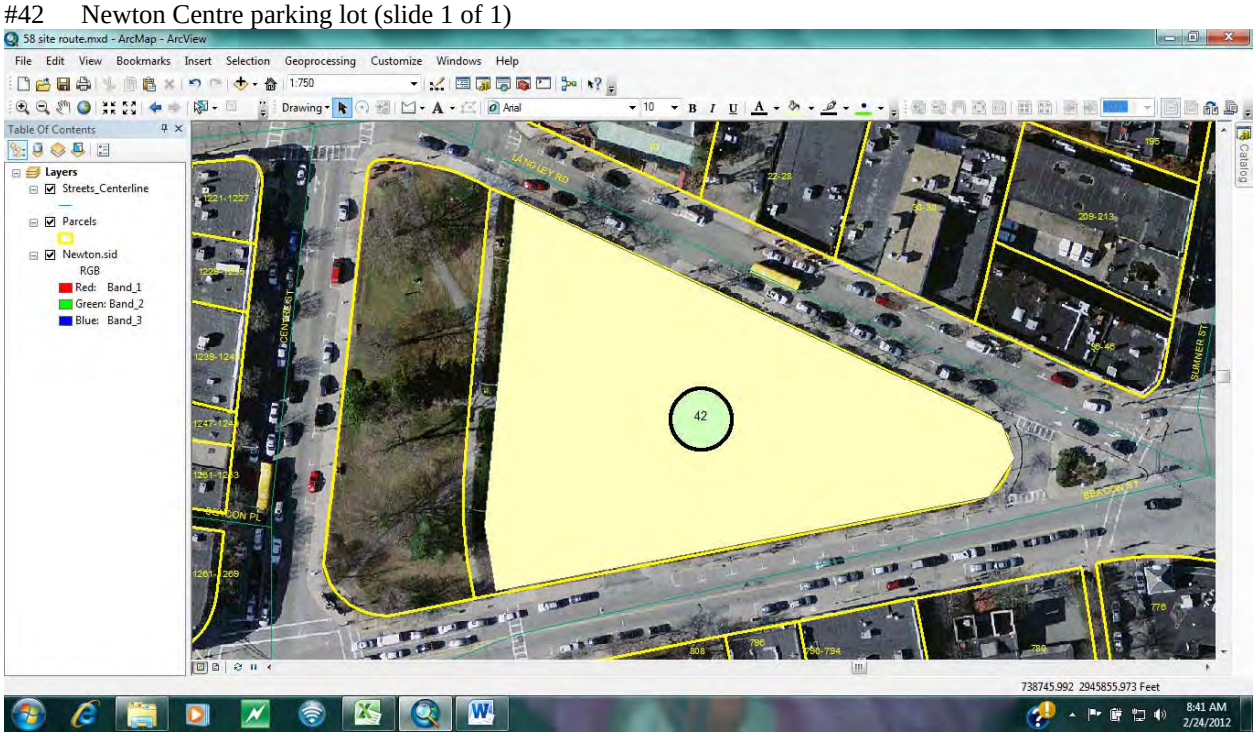


#40 Comm. Ave. and Grant Ave. islands (new) (slide 1 of 1)

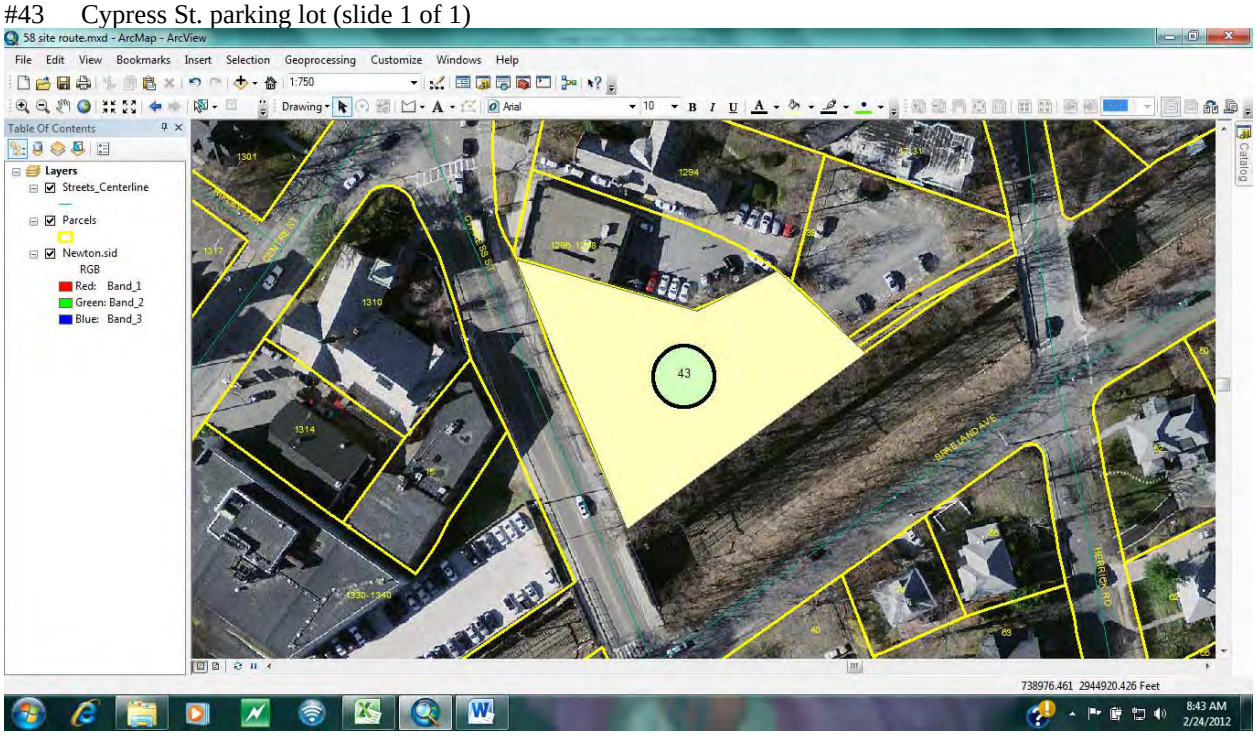
#41 Comm. Ave. and Old Colony Rd. island (new) (slide 1 of 1)



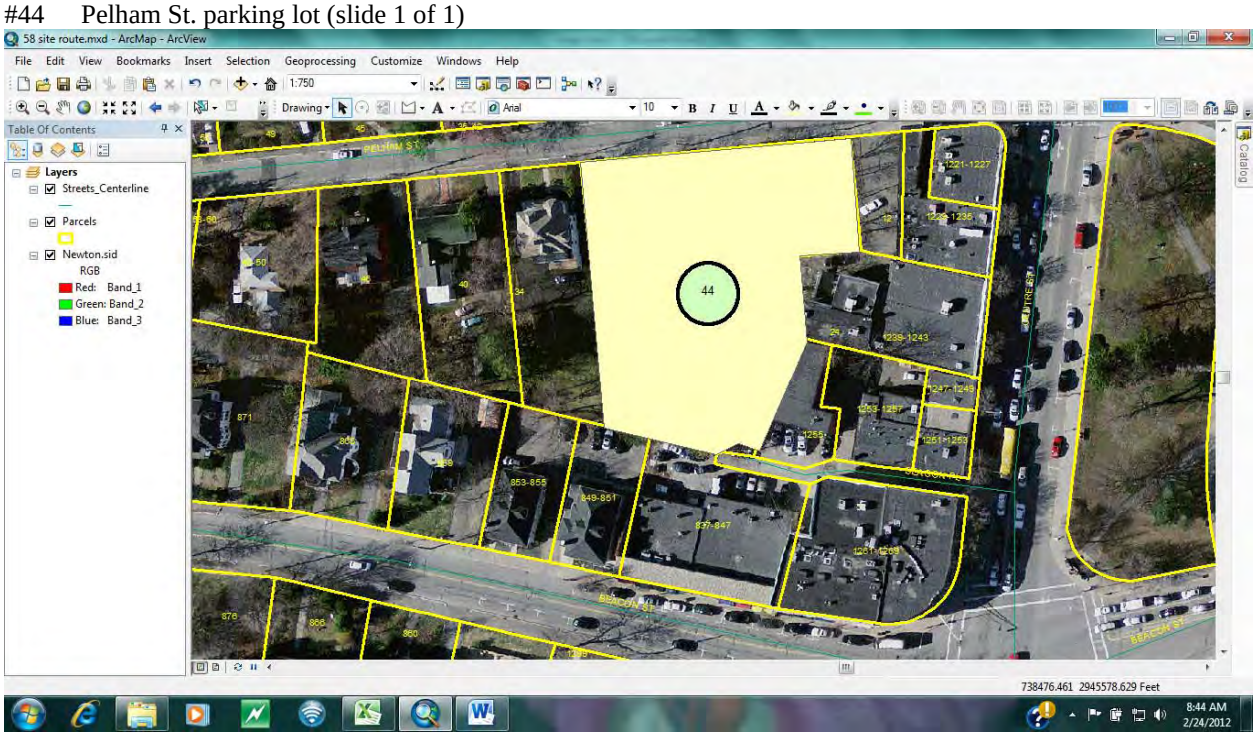
#42 Newton Centre parking lot (slide 1 of 1)



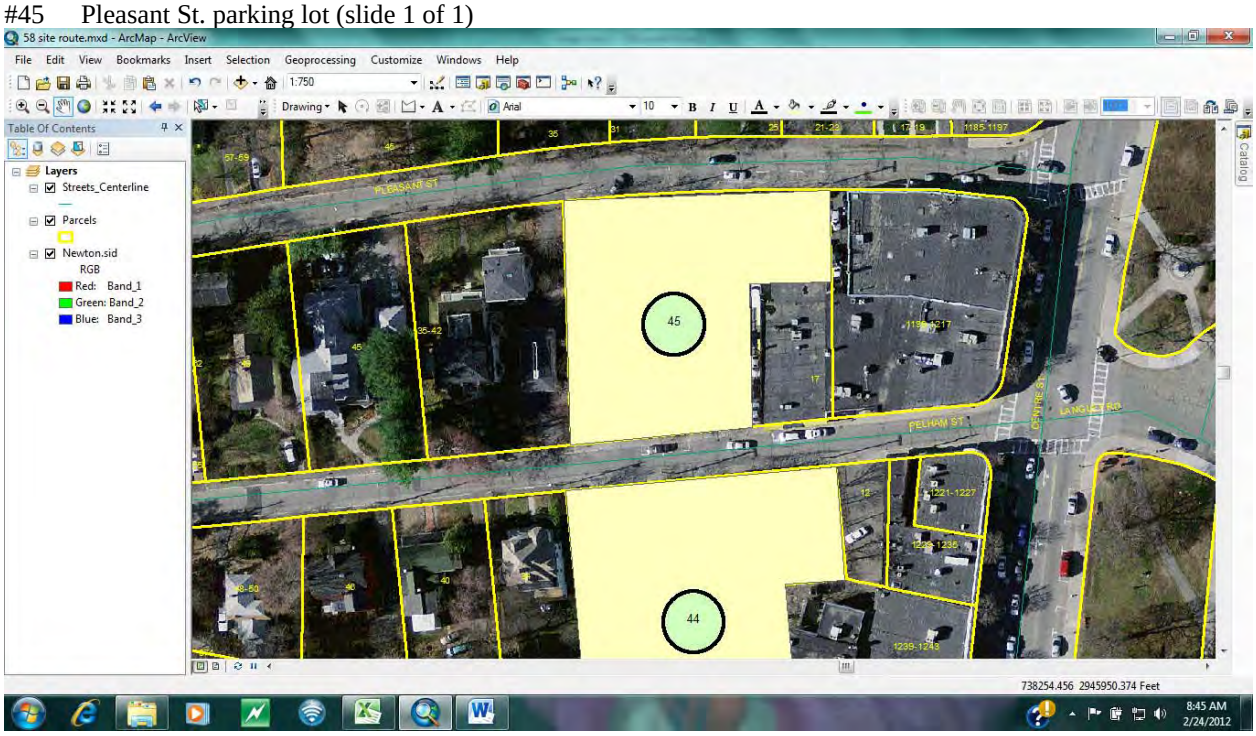

#43 Cypress St. parking lot (slide 1 of 1)



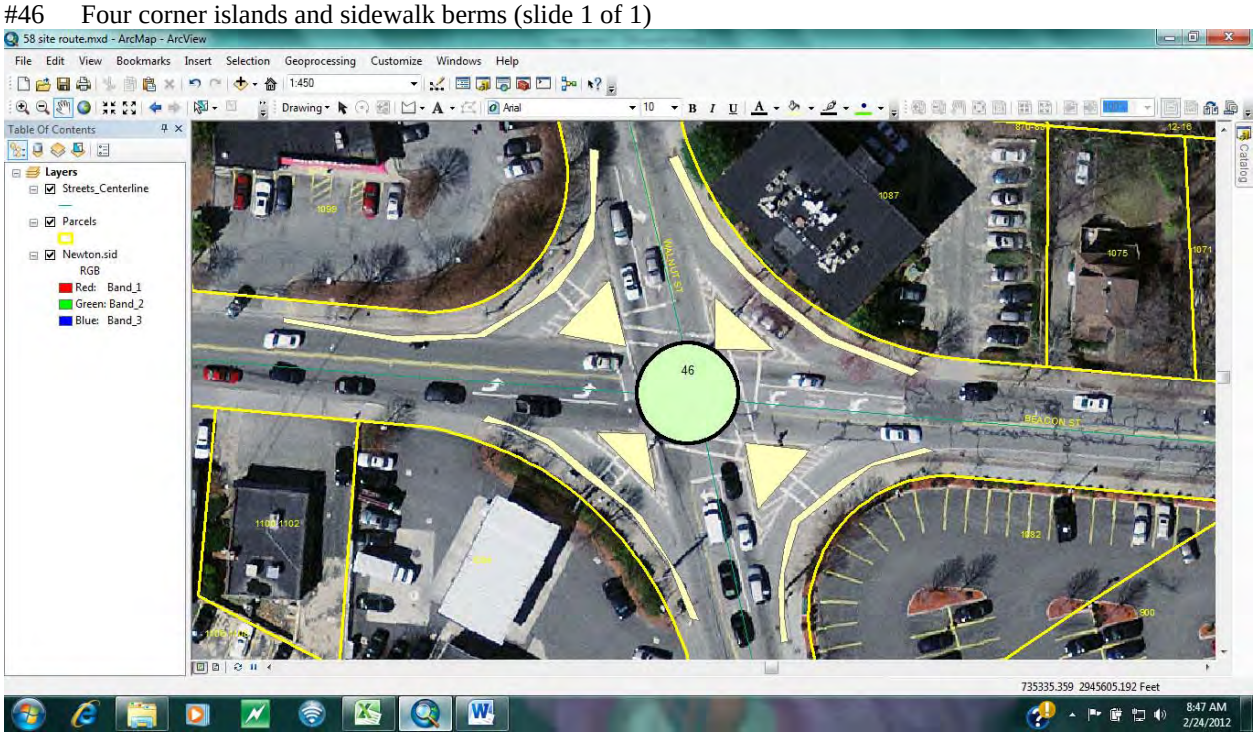
#44 Pelham St. parking lot (slide 1 of 1)



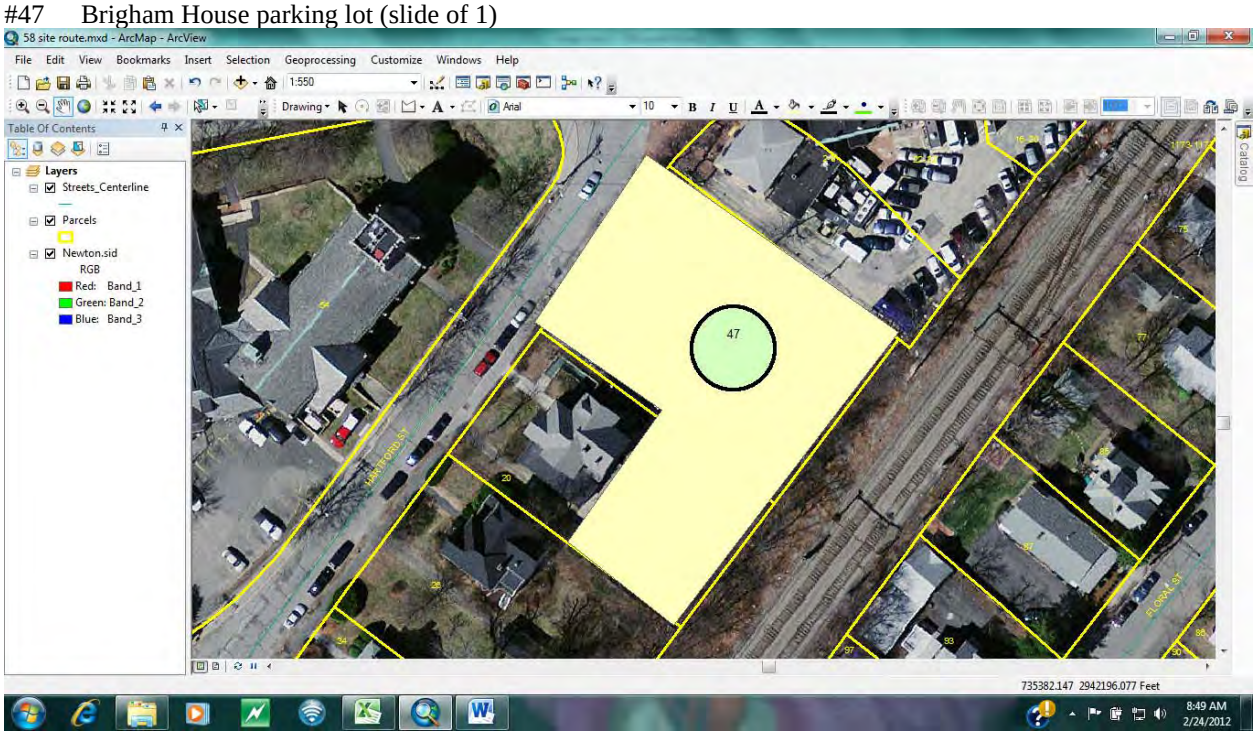

#45 Pleasant St. parking lot (slide 1 of 1)



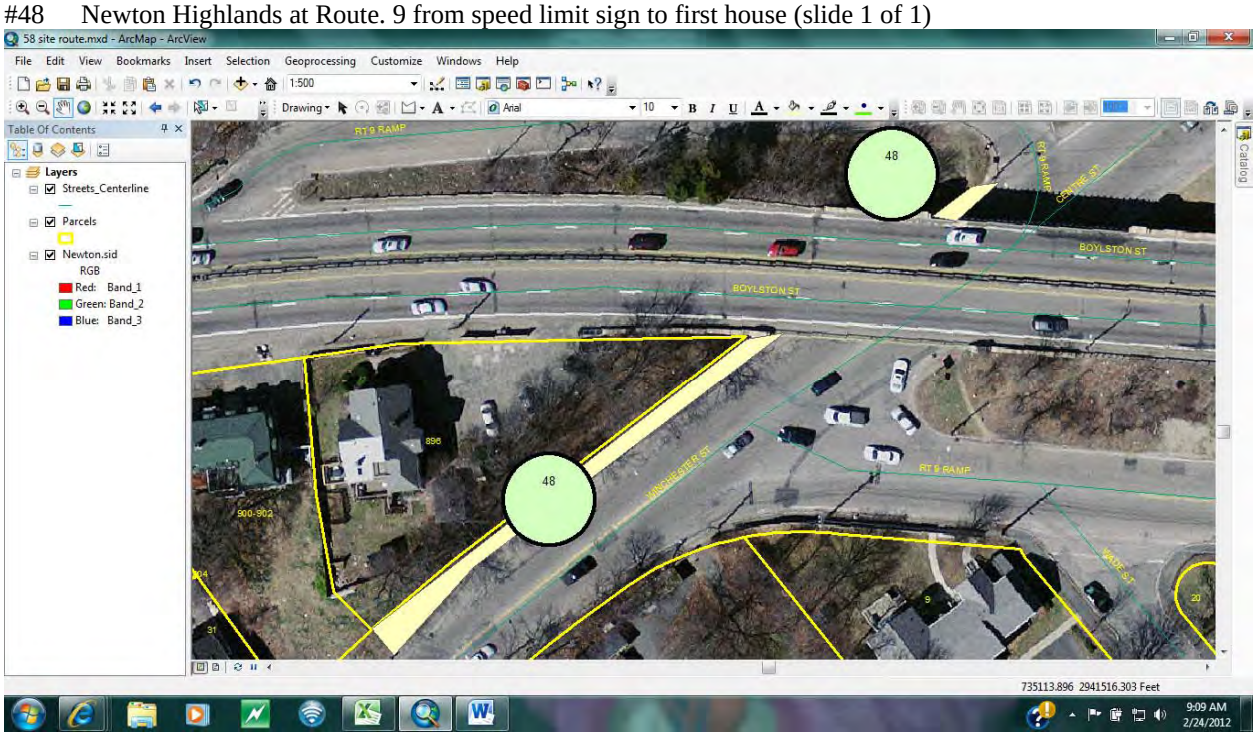
#46 Four corner islands and sidewalk berms (slide 1 of 1)




#47 Brigham House parking lot (slide of 1)



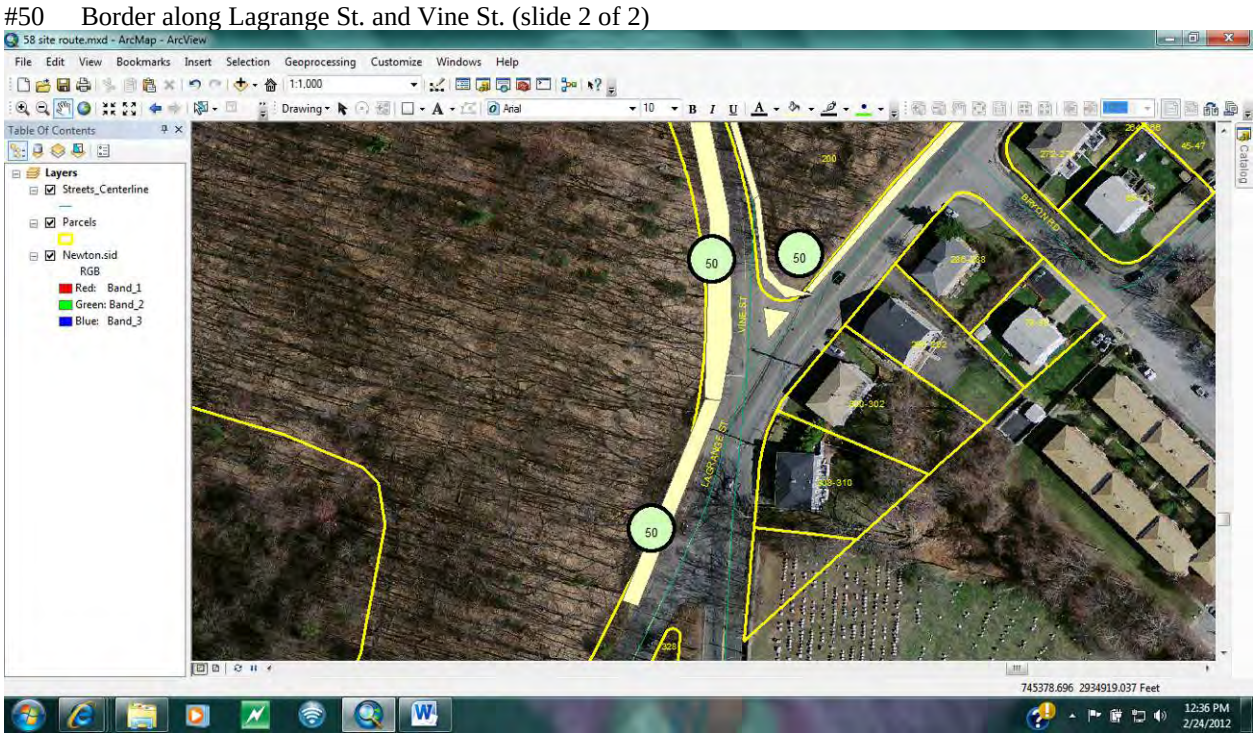
#48 Newton Highlands at Route. 9 from speed limit sign to first house (slide 1 of 1)



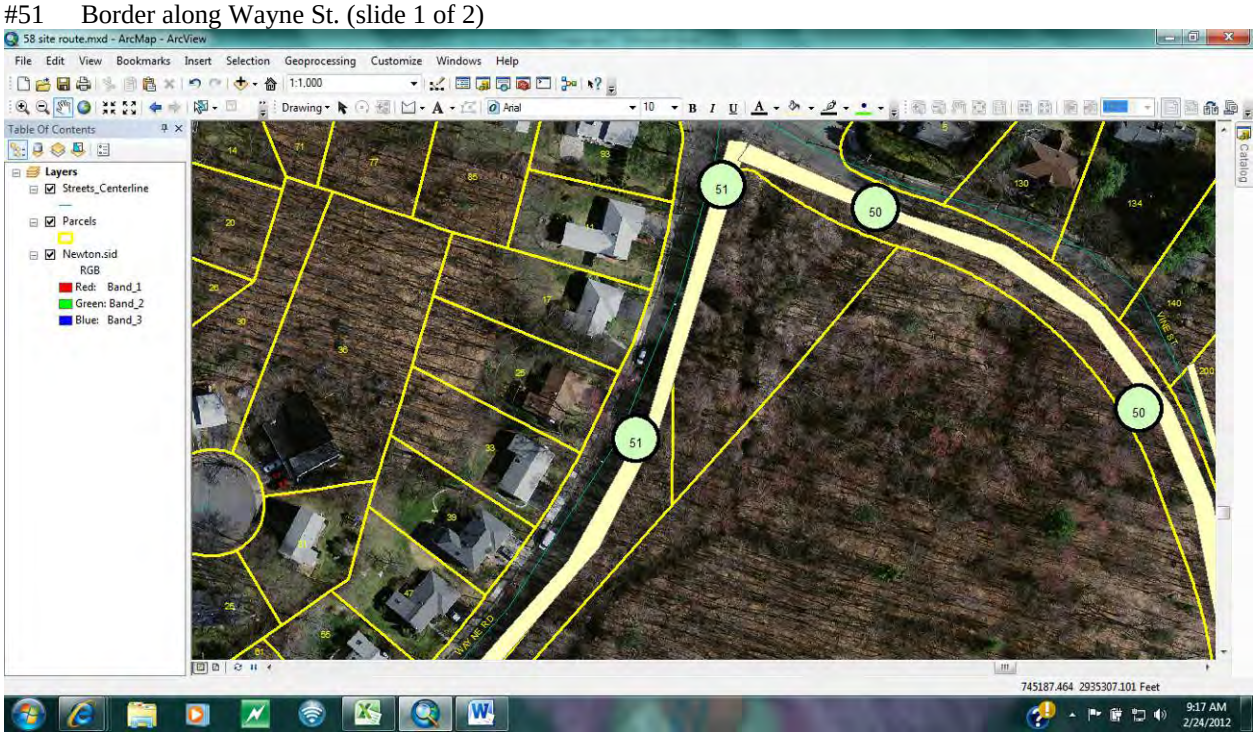

#49 Islands at Winchester St. and Needham St. and Dedham St. (slide 1 of 1)

#50 Border along Lagrange St. and Vine St. (slide 1 of 2)

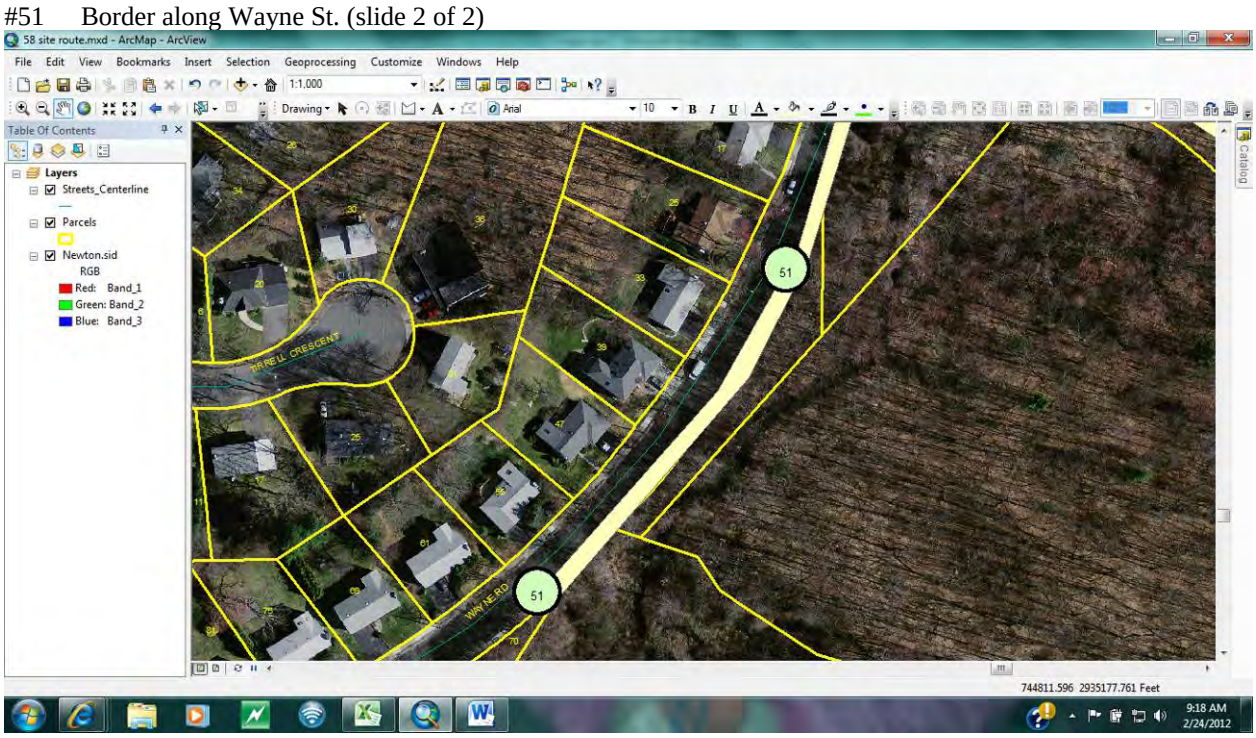
#50 Border along Lagrange St. and Vine St. (slide 2 of 2)



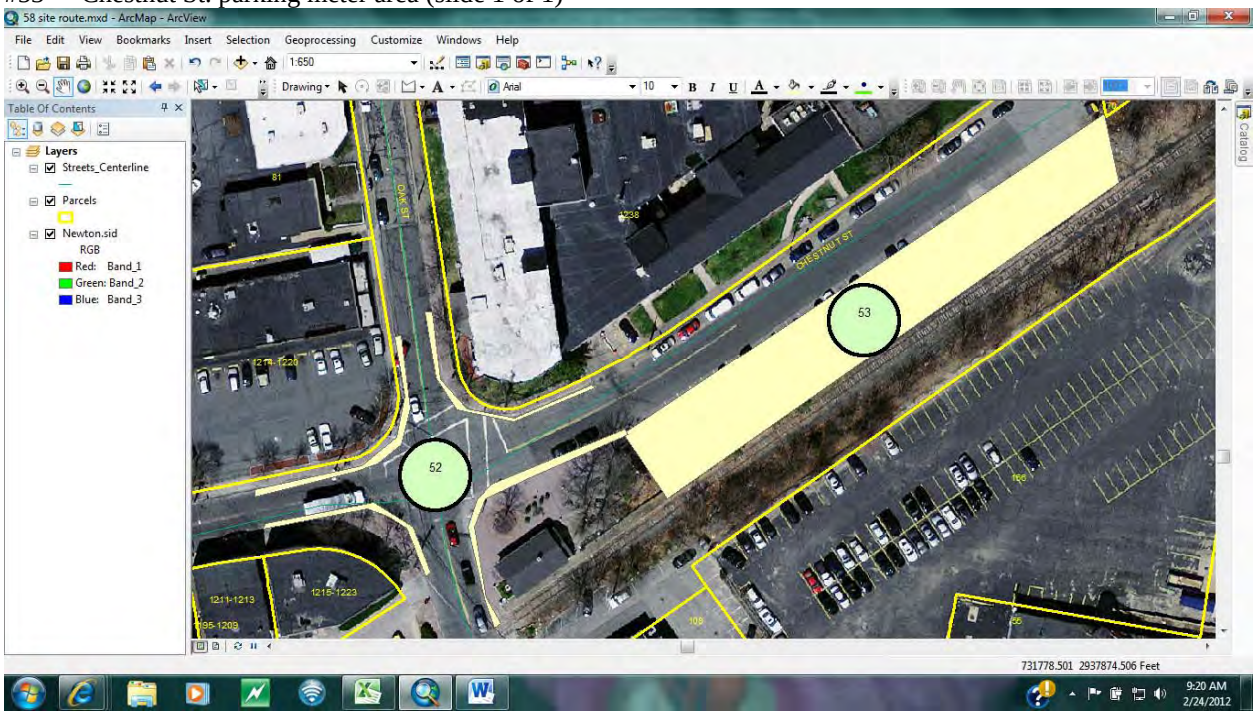
#51 Border along Wayne St. (slide 1 of 2)



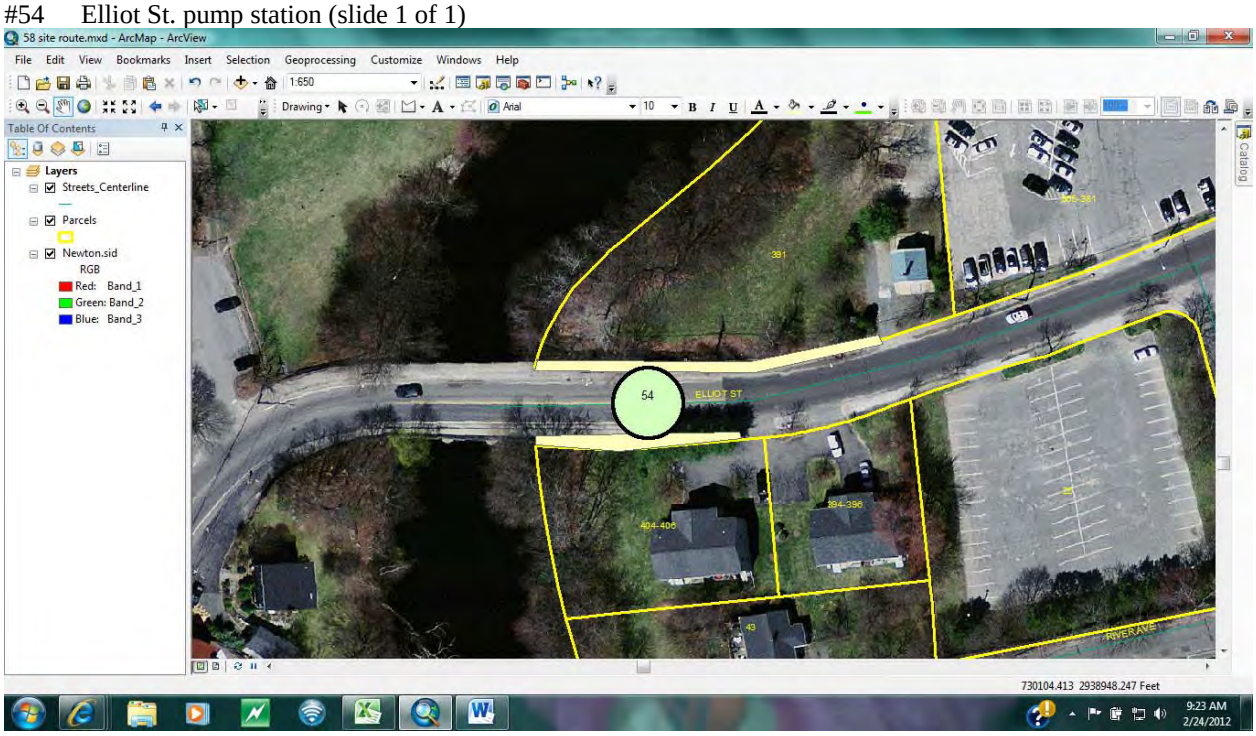

#51 Border along Wayne St. (slide 2 of 2)



#52 Oak St. and Chestnut St. square (Pettee Sq.) (slide 1 of 1)
#53 Chestnut St. parking meter area (slide 1 of 1)




#54 Elliot St. pump station (slide 1 of 1)



# “APPENDIX - F”
# PRUNING GUIDELINES

## What Is Pruning?

Pruning is the selective removal of plant parts, typically shoots and branches, to improve health; control growth; or enhance fruiting, flowering, or appearance. Pruning should be a routine part of home-ground maintenance and not delayed until the landscape is overgrown. Overgrown plants can be tall and leggy with little foliage close to the ground, and cannot be pruned to desired size in a single pruning without severely damaging the plants. These plants should be pruned back gradually over a period of several years. The objective of this document is to present pruning techniques for Florida trees and shrubs. The need for pruning, timing, types of pruning, tree pruning, shrub pruning, and tools are discussed separately. Specific examples will support the pruning concepts.

Proper plant selection can eliminate much of the pruning requirements in today's landscapes. Unfortunately, plants are frequently placed in the landscape according to their current size and shape, not the size which the plant is likely to attain in five or more years. The homeowner or landscape manager soon finds it necessary to clip or prune plants frequently to keep them within bounds. For instance, frequent pruning is assured when photinia shrubs are selected as foundation plants, since this plant can quickly grow to 25-30' tall. Utilizing a low-growing juniper, Wheeler's Dwarf pittosporum, Indian hawthorn or other compact shrub in such a location would greatly reduce or eliminate required pruning. It is less time consuming, and less costly, to select and install the proper sized plant than to choose one which will require frequent, timely pruning. Ask your nurseryman or consult a reliable source for growth rate and size of desirable plant species. If a plant needs to be pruned several times each year to control size, it may be the wrong species for that location. Many prunings can be eliminated by proper plant selection, and this can save space in landfills by reducing the volume of yard waste. Plants may be pruned for a number of reasons. Determine why you are pruning a plant before beginning.

## Maintain or improve vigor

Removal of dead, dying, or damaged wood and diseased and insect-infested plant parts is an effective way to stop the spread of decay, disease, and insects to other portions of the plant or to neighboring plants. For example, if several branch tips are infested with aphids or scale, prune and discard the affected shoots. This can be an effective alternative to spraying insecticides if the infestation is small and localized. Weekly checking is often necessary to detect a disease or an infestation in the early stages.

## Control plant size and form

A common objective of pruning is to maintain or develop a desired size or form. However, this can be largely eliminated by installing the proper species or cultivar and by not over fertilizing. Many compact and dwarf shrubs are now available at retail garden centers. Selective pruning can shape plants or produce either a thin or thick canopy. A thinner canopy will allow more light penetration and help keep interior leaves on the plant. Root pruning can be used to slow plant growth, producing a more compact plant. Prune one half the root system, wait 4-6 weeks, then prune the other half. Root pruning should be scheduled so roots will be watered thoroughly to keep the soil moist for 4-6 weeks following root pruning.

## Training young plants

There are several reasons to train plants. Pruning young trees can dramatically influence their long-term health, function and survival. Early pruning on young shrubs encourages branching and fullness, which are frequently desirable characteristics of landscape plants. Branch spacing and arrangement and the ultimate structural strength and safety of a tree can be controlled by selectively removing branches on a young sapling. Always work with the natural form of a plant. Encourage only one central trunk to develop by removing competing, upright trunks or branches. This should begin within the first 2-3 years after the tree is propagated. Tree training continues for 10 or more years on large-maturing species. Frequent light prunings several times each year encourage faster growth and prevent undesirable sprouting compared to one heavy pruning each year. In all but the highest maintenance landscapes, do not attempt to dramatically alter the natural form; instead, choose a species which has more of a natural tendency to grow into the desired form. For example, a river birch, red maple, or tabebuia would be better suited as a shade tree in a narrow vertical space than would live oak.

Plants can be pruned into different shapes such as balls, squares, rectangles, or animal figures to create special effects. This practice (topiary) has become popular in recent years, but plants pruned in this manner become focal points and should be used sparingly in most landscapes. Topiaries can be grown by planting a small-leaved plant such as boxwood, Surinam cherry, natal plum, or pyracantha and training the plant into a specific form. A new technique utilizes a wire mesh frame which is packed tightly with sphagnum moss. Appropriate plant species including begonias, ivy and creeping fig can be planted in the sphagnum, forming a fully grown topiary in several months to 2 years. The practice of growing plants against a wall (espalier) requires frequent pinching and pruning. Plants trained in this manner are specimen plants and not all plants are adaptable to this pruning technique. Pyracantha, sea grape, fatshedra, magnolia, yaupon holly, podocarpus, and loquat make excellent espalier plants. Plants

which many consider to be large shrubs such as photinia, wax myrtle, and pittosporum, can be trained into small trees by gradually removing (over a period of 1-3 years) all the foliage and small branches from the lower portion of one or more stems. This should not start before the plants are 8' tall so that the main trunks can develop properly. Small branches left along the lower trunk will build trunk caliper and create a sturdier tree. The longer they remain on the trunk, the thicker and stronger the trunk becomes.

Desirable form and branching pattern on a young large-sized shade tree such as live oak, sycamore or southern magnolia. Major limbs are spaced 12-24" apart along the trunk, not clustered at the same point on the trunk. B) Desirable form on a young, small-sized patio tree such as dogwood, redbud or frangipani. Major limbs can be spaced closer together on the trunk.

### Influence flowering and fruit production

Larger fruit can be produced by selectively removing flowers or developing fruits. Those remaining will be larger. Light pruning helps to maintain annual flowering and fruiting on fruit trees. Severe pruning on plants which flower on current season's growth, such as crape myrtle, will generally stimulate vegetative growth; and produce fewer, but larger flower clusters. On species which flower terminally (e.g., azalea, cassia, crape myrtle) pinching new vegetative growth during the growing season will stimulate growth of lateral shoots and will increase the number of blossoms produced. Remove developing seed heads on crape myrtle to promote a second, and perhaps a third, flower display.

### Safety pruning

The manner in which stems are attached to each other and to the trunk influences the structural strength of the tree. Remove branches with embedded bark having narrow "V" shaped crotches in favor of wider-angled "U" shaped crotches (Figure 2). Large decayed, broken, or poorly attached tree limbs should be recognized and promptly removed by a professional before they fall. Remove dead branches and branch stubs as they can lead to serious trunk decay. Periodic tree inspection by a professionally trained tree specialist (arborist) can help prevent these situations from becoming unsafe conditions.

Remove limbs with embedded bark. They are poorly attached to the tree and can split from the tree as they grow older. Embedded bark is bark that is squeezed between stems. The union of the two stems appears as a "V". B) Retain limbs with raised branch bark ridge at the union of the stems. The crotch between these stems appears as a "U" and represents a strong union between stems. The crotches between the trunk and branches a, b and c will develop embedded bark. They should be removed when the tree is young in favor of the remaining wider angled branches.

Proper removal of a dead branch. Do not cut into the swollen collar growing around the dead branch. This will injure the trunk since the collar is composed of trunk tissue. Cut along dashed line.

### Rejuvenate old plants

Sometimes a shrub which is not growing well, despite receiving adequate light, water and nutrients, can be invigorated or "shocked" into growing by severe pruning. Typically, the plant either dies or begins growing vigorously in response to this drastic treatment.

### Pruning at transplanting

Shoot pruning for the purpose of compensating for root loss at transplanting is not recommended. Prune only to remove dead, diseased, crossed, rubbing or broken branches. About one year after transplanting, begin pruning to develop appropriate form and structure.

| Shrubs | Trees |
|---|---|
| Azaleas | Dogwoods |
| some Hydrangeas | Fringe tree |
| Banana shrub | African tulip-tree |
| Camellia | Redbud |
| Spireas | Magnolias |
| Indian hawthorn | |

| | |
|---|---|
| Wisteria | |
| Star & saucer magnolia | |

Table 1

Winter and Spring flowering plants which can be pruned after flowering but before flower buds form for next year's show. (Structural pruning can be done at any time)

**When to Prune**

Trees and shrubs can be lightly pruned anytime. To minimize reduction of next year's flowers, prune spring-flowering plants, such as azaleas, spireas, and dogwoods, in late spring before the flower buds set for the next season (Table 1). These plants set their flower buds on the previous season's growth and buds over-winter on this older growth. For example, Bogwoods and azaleas form flower buds in July for the following year's flower display. Pruning or pinching between the end of the flower display and late spring would not reduce the number of flower buds set. Pinching the new shoots on azalea anytime from several weeks after they begin elongating through May will encourage lateral branching. Each of these laterals is likely to develop a flower bud. Thus the pinched plant produces many more flowers the following year, than an unpinched plant. Pruning between July and the flower display would remove flower buds and reduce the flower display but should not affect the health of the plant. Plants that produce flowers on current season's growth such as abelia, hibiscus and rose are usually pruned while dormant or just before the spring growth flush (Table 2). Developing shoots can be pinched to encourage lateral branching which will enhance the flower display. Moderate to severe pruning may encourage production of fewer but larger blossoms or blossom clusters.

Pinching new spring or early summer growth on plants which flower on subsequent shoot growth will encourage more flower bud formation for next year's flower display. Azaleas respond well to pinching.

| **Shrubs** | **Trees** |
|---|---|
| Allamanda | Frangipani |
| Abelia | Bottle brush |
| Hibiscus | Cassia |
| Oleander | Royal Poinciana |
| Rose | Jacaranda |
| | Acacia |
| | Golden rain tree |
| | Princess-flower |
| | Crape myrtle |

Table 2

Plants producing flowers on current season's growth which can be pruned during the dormant season. (Structural pruning can be done at any time) Shrubs Trees

It is best to prune trees late in the dormant season or several weeks following a growth flush. Pruning at other times frequently promotes undesirable sprouting. Trees sprout excessively and are easily damaged when pruned during active shoot elongation. The worst times to prune are when leaves are forming. Do not prune trees which are under stress. Most evergreens, such as podocarpus, holly, boxwood, ligustrum, juniper, and wax myrtle, can be pruned anytime. Terminal growth of pines can be controlled by removing one-half of the new shoot in the spring just prior to needle expansion (Figure 5). This encourages new bud

formation at the pinch, slows growth on the pinched branch, and creates a more compact plant. Never pinch a pine at other times of the year since new buds will not form.

Prune pines by pinching one-half of the new shoot before the needles elongate. To encourage rapid shoot development and greatest overall plant growth, prune just prior to bud swell in the spring. To retard growth for maximum dwarfing effect, prune just after each growth flush, when leaves have expanded fully. Late summer pruning may stimulate an additional flush of shoot growth on species which flush several times each year. These shoots could be damaged by an early frost. Closure (callusing) of pruning wounds on most trees and shrubs should be most rapid if pruning is conducted just before, or immediately following the spring growth flush. This is desirable because a closed wound is more aesthetically pleasing-, and insects, diseases, and decay organisms are discouraged from entering the plant. In addition, cold injury can be reduced if pruning is conducted close to spring bud break. Late fall and early winter pruning can stimulate new growth, particularly during a mild period during the winter.

These succulent stems are not cold hardy and can be easily damaged, even by a light frost. Low winter temperatures can also cause cambium damage beneath improperly executed pruning cuts, even if growth is not stimulated by pruning. This is particularly true of plants which are marginally hardy. If in doubt about cold susceptibility, it is best to delay heavy pruning to just before growth begins in the spring. Some trees such as birch, maple, dogwood, elm, and walnut bleed sap from pruned wounds if they are pruned during late winter or early spring. This "bleeding" is not usually harmful to the tree, but the dripping sap is often objectionable. Trees which show this tendency should be pruned in late fall or early winter.

## Pruning Techniques

Plants are pruned by either heading back or thinning. Heading back (Figure 6) is the selective cutting of terminal ends of twigs or young branches back to an axillary bud or node. This technique produces a denser tree or shrub because it usually increases the number of shoots and leaves.

Heading back a young unbranched trunk will force two to four buds back from the cut into vigorous upright growth. Undesirable multiple leaders with embedded bark will develop on trees from this type of pruning; however, properly placed, these cuts can create and maintain a nicely formed shrub. B) Growth from an unpruned shoot will be more typical of the natural form and more uniformly distributed along the trunk. Note the horizontal branching habit and the desirable central leader.

However, new growth is typically vigorous and upright --developing from two to several buds just behind the pruning cut. The new foliage may be so thick that it shades the lower growth forming a top-heavy plant. This can be avoided in shrubs by heading back shoots to several different heights

Heading back shrubs is cutting back terminal shoots to a bud or node. A) Heading back all shoots to the same height produces a leggy, top heavy shrub. B) Heading back shoots to several different levels produces a more natural, fuller looking shrub.

Heading back (stubbing) trees is rarely warranted in landscape sites. If it is necessary, e.g., to prune beneath power lines or to clear a tree from interfering with a structure, always head back to a fork where there is a live branch (called drop-crotching).

Heading back trees is rarely necessary if they were properly placed in the landscape. Heading back large limbs is very damaging and shortens the life span of the tree. Proper heading (called drop-crotching) in trees is pruning back a fork with a living branch which will become the new leader.

Within several months, prune out all sprouts growing in response to the pruning cut. Never "hat-rack" a landscape tree, i.e., cut all branches back to about the same length without regard for their location.

Never "hatrack" a tree by heading back all branches to an indiscriminate location.

This type of pruning has no place in horticulture and is not recommended. When heading back trees or shrubs, make the cut on a slight slant 1/4 inch above a healthy bud. The bud should be facing the direction preferred for new growth.

Thinning is the complete removal of branches back to lateral branches or the main trunk; or, in shrubs, to the ground. Thinning gives a plant an open appearance and can encourage new growth inside the crown depending on how the plant is thinned. If thinning is heavy, interior sprouts will develop. If the plant is lightly thinned, interior shoots are not likely to develop. This technique is used primarily on shrubs to control size while maintaining a natural appearance. It contrasts to hedging or heading to the same spot on all branches which gives a shrub a manicured, controlled appearance. Trees can be thinned to increase light penetration, encouraging turf growth beneath the tree. Trees with properly thinned crowns also resist wind damage better than unpruned trees. This is a specialized technique best performed by a professional arborist.

Thinning is complete removal of branches back to a lateral or the main trunk or, in shrubs, to the ground. Proper thinning of shade trees first removes branches rubbing, crossed over each other, dead, diseased or dying. If further thinning is desired, remove

branches back to major limbs to create an open crown. Space remaining branches along the major limbs to give each room to develop. Removing upright branches creates a more spreading tree; remove horizontal branches to create a more upright form. Grass grows better beneath thinned trees.

## Pruning Shrubs

The first step in pruning a shrub is to remove all dead, diseased, or injured branches. Pruning shears and saws can be dipped in a weak alcohol solution (1 part to 9 parts water) to prevent the spread of disease between plants. Remove branches that cross or touch each other and those that look out of place. If the shrub is still too dense or large, remove some of the oldest branches. Head back excessively long branches to a bud or lateral branch that is 6 to 12 inches below the desirable plant height. If the shrub is 2 to 3' too tall, heading (Figure 6) and thinning (Figure 11) may be desirable. Do not use hedge shears; cut each branch separately to different lengths with hand pruners. This will maintain a neat informal shrub with a natural shape. Plants sheared into various geometric shapes produce a formality not suitable for many modern, natural landscapes. See the following section on hedge pruning for a discussion of formal pruning. A properly pruned shrub is a work of art and beauty and does not look as if it has been pruned. Pruning cuts should not be visible, but located inside the plant, covered up by remaining foliage.

## Rejuvenation of Shrubs

Rejuvenation is a drastic method of pruning old shrubs that have become much too large or have a large amount of non-flowering wood. On single-stem shrubs such as ligustrum and gardenia, rejuvenation is carried out over a period of 2-3 years by severe thinning out to the basic limb framework. One-third to one-half of the old growth is removed each year.

Rejuvenation on single stem and grafted shrubs is carried out by severe thinning out to the basic framework.

Multiple stem shrubs are rejuvenated by cutting back all stems at ground level over a period of 3 years. Remove 1/3 of the old, mature stems the first year. The second year remove 1/2 of the remaining old stems and head back long shoots growing from the previous year's pruning cuts. Remove the remaining old wood and head back the long new shoots in the third season.

Rejuvenation of multiple stem shrubs. A) First year, remove 1/3 of old, mature stems near ground level. B) Second year, remove ½ of the remaining old stems and head back long regenerated shoots from last year's growth. C) Third year, remove the remaining old stems and head back the long new shoots. D) Growth at the end of the third season (rejuvenated shrub).

The best time for rejuvenation is in late winter or early spring, just before growth begins. Large, old shrubs should not be rejuvenated during late summer, as new growth will be stimulated and possibly killed by cold weather in the winter. Pruning cane-type shrubs such as nandina and mahonia is best done on a 2-or 3-year cycle. The tallest canes are pruned to a stub 3"-6" above the soil line during the first spring, just as growth begins. By the second spring, last year's medium-sized canes have grown to become tall canes and should be cut back to a 3" stub. Canes from the first year's pruning have already begun to grow and are one to three feet tall by now. In the third spring, the canes which were the shortest in-the first spring are now' fairly tall and can be cut back. In this way, there is always foliage near the ground and the shrubs can be kept from becoming leggy. Cut nandina canes generally will not flower during the growing season following pruning.

## Hedge Pruning

The method of pruning hedges depends on the type of hedge desired. Informal hedges generally consist of a row of closely planted shrubs which are allowed to develop into their natural shape. Annual pruning consists of thinning and heading hack just enough to maintain desired height and width. Formal or clipped hedges require a specialized pruning which may become a continuous job during the growing season. The desired appearance of a formal hedge is a soft outline of foliage from the top of the hedge to the ground. There are two important factors to remember when pruning formal hedges. 1) Hedges should be clipped while new growth is green and succulent. 2) Plants should be trimmed so the base of the hedge is wider than the top (Figure 21). Hedges pruned with a narrow base will lose lower leaves and branches because of insufficient light. This condition will worsen with age resulting in sparse growth at ground level and an unattractive hedge which does not give desired privacy. Flowering hedges grown formally should be sheared after they have bloomed as more frequent shearing reduces number of blooms. If the blooms are of secondary importance, pruning may be conducted at any time. Tools should be kept sharp for easier cutting without injuring surrounding tissue. Injured tissues are susceptible to disease and decay which can lead to long-term health problems for the plant.

Plants pruned as a solid hedge should be wider at the bottom than the top.

Hand pruners are used to cut branches less than ¼" in diameter. B) Loppers are used to cut branches up to ½" in diameter. C) Hedge shears are used to shear formal hedges. D) Saws are used to remove larger branches. E) Both shears and saws are available on poles which are handy to prune difficult-to-reach branches.

**END OF SECTION**