

**CITY OF NEWTON
PURCHASING DEPARTMENT**

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

PROJECT MANUAL:

**GRASS CUTTING & TRIMMING, LEAF & BRANCH REMOVAL,
MULCHING & PRUNING OF SHRUBS**

12 LOCATIONS – B

(CLAFLIN PARK ET AL.)

INVITATION FOR BID #22-61

Bid Opening Date: March 24, 2022 at 11:30 a.m.

MARCH 2022

Ruthanne Fuller, Mayor

CITY OF NEWTON

PROJECT MANUAL TABLE OF CONTENTS

GRASS CUTTING & TRIMMING, LEAF & BRANCH REMOVAL, MULCHING & PRUNING OF SHRUBS (12 LOCATIONS - B)(CLAFLIN PARK ET AL.)

Cover Page	1
Table of Contents	2

Part 1 - Bidding Documents, Contract Forms, and Conditions of the Contract

1.	- Invitation for Bid	3-4
2.	- Instructions to Bidders	5-8
3.	- Bid Form	9-10
	▪ Price Schedules	11-13
	<i>All prices on price schedules must appear in Paragraph "C" of the bid form.</i>	
4.	- Bidder's Qualification Forms	
	▪ Bidders Qualifications and References Form	14-15
	▪ Certificate of Non-Collusion	16
	▪ Certification of Tax Compliance	17
	▪ Certificate of Foreign Corporation	18
	▪ Debarment Letter	19
	▪ IRS W-9 Form	20
	▪ Business Category Information Form	21
5.	- Contract Forms (Informational only. Not required with bid submittal)	22
	▪ City - Contractor Agreement	23-25
	▪ Certificate of Authority – Corporate	26
	▪ Performance Bond	27
6.	- General Conditions of the Contract	28-30

Part 2 - General Requirements and Project Specifications

1.	- Scope of Work	31-38
2.	- Appendices	
	▪ Appendix A – Grass Cutting Sites & Approximate Acreage	39
	▪ Appendix B – Leaf and Branch Removal Sites	40
	▪ Appendix C – Mulching Sites	41
	▪ Appendix D – Pruning Sites	42
	▪ Appendix E – Addresses of Grass Mowing	43
	▪ Appendix F – City of Newton Noise Ordinance	44-48
	▪ Appendix G – City of Newton SOP	49-53
	▪ Appendix H – Aerial Maps	54-59

END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #22-61

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

**Grass Cutting & Trimming, Leaf & Branch Removal, Mulching & Pruning of Shrubs
(12 Locations B)(Claflin Park et al.)**

Bid Opening: 11:30 a.m., Thursday, March 24, 2022

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. 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 and branches, mulching and pruning of shrubs at twelve (12) 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 10, 2022.**

There will be no charge for contract documents.

All bids must be accompanied by a bid surety in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

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. The successful bidder will be required to furnish a **Performance Bond in the amount of 50%** of the contract total.

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, 2022 through June 30, 2023** 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 Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City 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.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a large, prominent "N" and "R".

Nicholas Read
Chief Procurement Officer
March 10, 2022

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 work sites and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or visit the work sites 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 only answer such requests if received **by Friday, March 18, 2022 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 communication.
- 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 procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #22-61**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #22-61," attached.
- 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 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. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.

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 In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.6 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR: **#22-61**
 - * NAME OF PROJECT: **Grass Cutting & Trimming, Leaf & Branch Removal, Mulching & Pruning of Shrubs (12 Locations)(Clafin Park et al.)**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.7 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.8 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.9 Bids shall be submitted with one **original** and one **copy**.
- 4.10 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
 - 1. This requirement will apply to any general bid or sub bid submitted.
 - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 - 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

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 may be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for a Base Bid for 12 sites, prices for four (4) Option Bids, all set forth at p. 13 below. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest Combined Base Bid (Bid Form Items C(i) to C(iv)). Bidders are asked to provide prices for Option Bids and the winning bidder shall be paid in accordance therewith if the City elects to use the Option services, **but the Option Bids shall not be considered in determining which is the lowest responsible and responsible bidder.** A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids
- 7.2 The City 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 has met all the requirements of the invitation for bids; (3) 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; (4) 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.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

ARTICLE 10 – SUBCONTRACTORS

Nothing shall prevent a Contractor from utilizing the services of a subcontractor as it deems appropriate to perform the Contractor's obligations under its contract; provided, however, that the Contractor shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and provided further that the the hiring of subcontractors shall not release the Contractort from its obligations or liability under the contract.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #22-61

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, LEAF & BRANCH REMOVAL,
MULCHING & PRUNING OF SHRUBS
(12 LOCATIONS - B)(CLAFLIN PARK ET AL.)**

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

(i)	BASE BID (Grass Mowing + Trimming)	\$ _____
(ii)	BASE BID (Leaf and Branch Removal)	\$ _____
(iii)	BASE BID (Mulching)	\$ _____
(iv)	BASE BID (Pruning)	\$ _____
(v)	Combined Base Bid (i+ii+iii+iv)	\$ _____
(vi)	Option 1 – Total for Mulching*	\$ _____
(vii)	Option 2 – Total for Pruning*	\$ _____
(viii)	Option 3 – Total for Weed Removal*	\$ _____
(ix)	Option 4 – Total for Branch Removal*	\$ _____

COMPANY: _____

**Not considered in determining the lowest responsive and responsible bidder.*

To the extent that the bid is based on estimated quantities, they are the City’s best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder’s Price Schedules.

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

- Signed Bid Form, 2 pages
- Price Schedule Section, 5 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page

- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page

E. 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

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.G.L. 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.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

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 PLEASE CHECK MAPS
--

Locations	Mowing Cost	Frequency	Cost Per Year
1. Claflin Park	\$ _____	X	12 = \$ _____
2. Clark Park	\$ _____	X	12 = \$ _____
3. Cotton St. Cemetery	\$ _____	X	3 = \$ _____
4. Cotton St. Cemetery borders	\$ _____	X	15 = \$ _____
5. Eliot Memorial	\$ _____	X	12 = \$ _____
6. Grove Hill Park	\$ _____	X	12 = \$ _____
7. Nahanton Park (borders around gardens only)	\$ _____	X	12 = \$ _____
8. Nahanton Park (field house and both entrance islands/areas)	\$ _____	X	12 = \$ _____
9. Nahanton Park meadow	\$ _____	X	1 = \$ _____
10. Paul Park	\$ _____	X	12 = \$ _____
11. River Street Cemetery	\$ _____	X	3 = \$ _____
12. Winchester St. Cemetery	\$ _____	X	3 = \$ _____
TOTAL: Base Bid (Grass Mowing & Trimming)			= \$ _____

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

BASE BID: LEAF AND BRANCH REMOVAL
--

Locations	Leaf & Branch Removal Cost	Frequency	Cost Per Year
1. Claflin Park	\$ _____	X	2 = \$ _____
2. Clark Park	\$ _____	X	2 = \$ _____
3. Cotton St. Cemetery + Cotton St. Cemetery borders	\$ _____	X	2 = \$ _____
4. Eliot Memorial	\$ _____	X	2 = \$ _____
5. Grove Hill Park	\$ _____	X	2 = \$ _____
6. Nahanton Park (borders around gardens only)	\$ _____	X	2 = \$ _____
7. Nahanton Park (field house and both entrance islands/areas)	\$ _____	X	2 = \$ _____
8. Paul Park	\$ _____	X	2 = \$ _____
9. River Street Cemetery	\$ _____	X	2 = \$ _____
10. Winchester St. Cemetery	\$ _____	X	2 = \$ _____
TOTAL: Base Bid Leaf and Branch Removal			= \$ _____

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

BASE BID: MULCHING

Locations	Mulching Cost	Frequency	Cost Per Year
1. Nahanton Park (field house and both entrance islands/areas)	\$ _____	X	1 = \$ _____
	TOTAL: Base Bid Mulching		= \$ _____

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

PRICING SCHEDULE

BASE BID: PRUNING

Locations	Pruning Cost	Frequency	Cost Per Year
1. Nahanton Park (field house and both entrance islands/areas)	\$ _____	X	1 = \$ _____
	TOTAL: Base Bid Pruning		= \$ _____

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

PRICING SCHEDULE

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 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 50 cubic yards.
3. The cost shall include the site preparation and the cost of the mulch as specified in section 7 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 50 Cubic Yards = \$ _____

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 = \$ _____

OPTION THREE: HOURLY WEED REMOVAL OF MULCH BEDS

1. The City requests an individual hourly employee rate for weed removal at sites that are not included in the regularly scheduled work or locations under this Contract.
2. The estimated number of additional hours of annual weed removal under Option Three will be 40 hours. A per hour cost should, therefore, be based on an estimate of 40 hours.
3. The price per hour shall include the cost of all labor, equipment and off-site disposal of debris.
4. Hourly weed removal 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 weed removal at each particular site for which weed removal is requested. The Contractor shall agree to the estimated number of hours and the scope of any weed removal to be performed prior to commencement of hourly work.
5. No pesticides shall be used during the weed removal process. Weeds are to be removed via hand removal or mechanical means of operation.

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

OPTION FOUR: HOURLY BRANCH REMOVAL

1. The City requests an individual hourly employee rate for branch removal at sites that are not included in the regularly scheduled work or locations under this Contract.
2. The estimated number of additional hours of annual branch removal under Option Four will be 40 hours. A per hour cost should, therefore, be based on an estimate of 40 hours.
3. The price per hour shall include the cost of all labor, equipment and off-site disposal of debris.
4. Hourly branch removal 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 branch removal at each particular site for which branch removal is requested. The Contractor shall agree to the estimated number of hours and the scope of any branch removal to be performed prior to commencement of hourly work.
5. Branches are to be removed via hand removal or mechanical means of operation.

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

Totals for the combined Base Bid as well as Option 1, 2, 3 & 4 must be placed in spaces (vi) through (ix) of Paragraph "C" of the Bid Form.

END OF PRICE SCHEDULE

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 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 OF COMPLETION:

* 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 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

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

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

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may 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.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

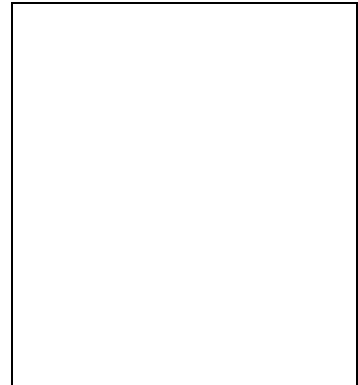
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #22-61

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)

_____ (Company)

_____ (Address)

_____ (Address)

PHONE _____ FAX _____

EMAIL _____

_____ Signature

_____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

IFB No. 22-61

Grass Cutting & Trimming, Leaf & Branch Removal, Mulching & Pruning of Shrubs

(12 Locations – B)(Clafin Park et al.)

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date: _____

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Twenty-Two 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, Leaf & Branch Removal, Mulching & Pruning of Shrubs
(12 locations - B)(Clafin Park et al.)**

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 #22-61 issued by the Purchasing Department;
- c. The Project Manual for **Grass Cutting & Trimming, Leaf & Branch Removal, Mulching & Pruning of Shrubs (12 Locations - B) (Clafin Park et al.)** 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. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- 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, 2022 through June 30, 2023** 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. INSURANCE REQUIREMENTS

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. 149, s. 34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence
\$1,000,000 aggregate
Property Damage \$500,000 each occurrence
\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person
\$1,000,000 aggregate
Property Damage \$300,000 each occurrence

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

XIV. 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.

XV. 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

CITY OF NEWTON

By _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____
By _____
Commissioner of Parks, Recreation & Culture
Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
0160252-524090

Approved as to Legal Form and Character

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

By _____
Associate City Solicitor
Date _____

By _____
Comptroller of Accounts

CONTRACT AND BONDS APPROVED

Date _____

By _____
Mayor or her 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*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
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.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2022 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____ 2022.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder 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 articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for 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, will at it's 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 therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.

All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

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.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

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

The Contractor shall not commence the work until proof of compliance with this 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. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) 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.

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.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PARKS AND RECREATION
SCOPE OF WORK
GRASS CUTTING & TRIMMING, LEAF & BRANCH REMOVAL, MULCHING & PRUNING
OF SHRUBS
AT 12 LOCATIONS – B (CLAFLIN PARK ET AL.)**

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 twelve (12) sites throughout the City. Work shall also include removal of all debris including, **ALL** downed limbs, 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 leaf and branch removal as provided herein.
- e. If accepted by the City, the contract shall also include the work of the mulching of existing plant beds (tree and shrub) only at the sites that are listed herein.
- f. If accepted by the City the contract shall also include the work of the pruning of shrubs only at the sites that are listed herein.
- g. The initial term of this Contract shall be for one year from July 1, 2022 through June 30, 2023. 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 ensure 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 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 are familiar with each of the sites covered by this contract attend.
- e. All bids must be accompanied by a bid deposit in an amount not less than five percent (5%) of the combined total of the Base Bid plus Alternate One, Alternate Two, Alternate Three and Alternate Four. Said bid deposit may be in the form of a certified or cashier's check or surety bond drawn upon a bank or surety company approved for such transactions in the Commonwealth by the Division of Insurance.

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 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 of work completion. **If daily work logs are not received within 72 hours of work completion, then 5% of the total bill for that work 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 7:00 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 (3" diameter or less), litter and to remove weeds in existing mulched beds. 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 no equipment may be turned on before 8:00 am. Any contractual grounds maintenance work on Sundays and legal holidays must have the approval of the Mayor. The end of the workday for weekdays and Saturdays shall be 5:00 pm.

5. Grass Cutting/Trimming Requirements

- a. The cutting season runs, generally, from mid-May 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 an alphabetized schedule of the weekly mowing to be performed at each site.
- c. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line.
- 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 of site at the Contractor's expense, all trash, downed limbs and branches (3" diameter or less) 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 blow 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. There is a portion of Commonwealth Ave that is **NOT** included in this contract. It begins at the corner of Walnut Street and ends at 1401 Commonwealth Ave. (#1401 Comm. Ave. is **not** included in this contract). **ALL LANDSCAPE EXTENSIONS THAT WERE CREATED BY NEWTON'S DPW OR THROUGH MA STATE CONSTRUCTION, SHALL BE INCLUDED IN COMMONWEALTH AVENUE MOWING, MULCHING AND PRUNING.** The majority of these areas are east of 1000 Commonwealth Avenue.
- l. Grass clippings are not to be bagged.

6. Leaf and Branch Removal

- a. The Contractor shall not remove any leaves unless given prior direction by the Contract Supervisor. All leaves and branches are to be removed by the Contractor from each location. Generally, the time when the majority of leaves have fallen from trees is mid-November.

- b. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line.
- c. Leaf and branch 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 offsite disposal of all leaves removed from the sites.
- d. The Contractor shall adhere to all City of Newton ordinances **including the noise ordinance (Appendix F)** 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 7:00 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. Leaf removal on Commonwealth Avenue shall be done just prior to the Boston Marathon.

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 brown bark mulch with a uniform color.
 - ii. Mulch shall be a suitable hemlock spruce mix or a hemlock pine mix.
 - iii. The composition of the shredded aged dark brown bark mulch material shall not exhibit a noticeable degree of any color change characteristics when wet.
 - iv. The aged dark brown bark mulch shall be insect and disease free of anything that would be harmful to the plants in the area.
 - v. The aged dark brown bark mulch material shall not have an unpleasant odor to it.
 - vi. Prior to the contractor ordering aged dark brown 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.
 - vii. 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 brown bark mulch material as specified until the contractor's sample of such material, meets with the Contract Supervisor's approval.
- b. Mulch shall be applied with a direct delivery bark mulch blower, unless otherwise agreed by both the City and the Contractor. Following 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).

8. Pruning Requirements

- a. Pruning, with an estimated frequency of one time annually, 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 G** to the Project Manual.
- c. ALL Pruning unit cost at each location shall include perimeter fence line pruning approximately 6 feet off ground. For example, unwanted brush growing along fence line or through the fence will be pruned to the ground or fence fabric.
- d. All pruning to take place at the 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.
- e. 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.
- f. 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.
- g. 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.

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.

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. **All equipment shall meet the City of Newton Noise Ordinance (Appendix F).**
- One to two 60-inch hydrostatic rotary riding mowers OR
 - One to Two 48-inch hydrostatic rotary walk-behind mowers
 - Three (3) 21-inch rotary walk-behind mowers
 - Three (3) Gas powered backpack leaf blowers- must meet leaf blower ordinance specifications¹
 - Three (3) Battery powered backpack leaf blowers- must meet leaf blower ordinance specifications
 - Four (4) gas-powered string trimmers
 - One (1) gas-powered pruning shears
 - One (1) gas-powered edger
 - One (1) leaf vacuum loader
 - One (1) bark mulch blower, either truck-mounted or tow-behind unit
 - 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
 - Two (2) 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

¹ <https://www.newtonma.gov/government/inspectional-services/leaf-blower-information>

- 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 cellular 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

<u>LOCATION</u>	<u>APPROXIMATE ACREAGE</u>
1. Claflin Park	1.26 ACRES
2. Clark Park	0.58 ACRES
3. Cotton St. Cemetery	2.66 ACRES
4. Cotton St. Cemetery borders	0.48 ACRES
5. Eliot Memorial	0.29 ACRES
6. Grove Hill Park	0.54 ACRES
7. Nahanton Park (borders around gardens only)	3.2 ACRES
8. Nahanton Park (including field house and both entrance islands/ areas off Winchester Street and Nahanton Street)	4.8 ACRES
9. Nahanton Park Meadow	1.6 ACRES
10. Paul Park	0.53 ACRES
11. River Street Cemetery	1.6 ACRES
12. Winchester St. Cemetery	1.4 ACRES
 <u>TOTAL</u>	 <u>18.94 ACRES</u>

APPENDIX - B
LEAF AND BRANCH REMOVAL SITES

1. Claflin Park
2. Clark Park
3. Cotton St. Cemetery (including borders)
4. Eliot Memorial
5. Grove Hill Park
6. Nahanton Park (borders around gardens only)
7. Nahanton Park (including field house and both entrance islands/areas off Winchester Street and Nahanton Street)
8. Paul Park
9. River Street Cemetery
10. Winchester St. Cemetery

APPENDIX - C
MULCHING SITES

1. Nahanton Park (including field house and both entrance islands/areas off Winchester Street and Nahanton Street)

APPENDIX - D
PRUNING SITES

1. Nahanton Park (including field house and both entrance islands/areas off Winchester Street and Nahanton Street)

APPENDIX – E
ADDRESSES OF GRASS MOWING SITES

1. Claflin Park
Across from 466 Lowell Ave.
Newton, MA 02458
2. Clark Park
Intersection of Center St. & Clark St.
Newton Centre, MA 02459
3. Cotton St. Cemetery
Center Street
Newton Centre, MA 02459
4. Cotton St. Cemetery borders
Intersection of Center St. & Cotton St.
Newton Centre, MA 02459
5. Eliot Memorial
Eliot Memorial Rd. & Magnolia Ave.
Newton, MA 02458
6. Grove Hill Park
Grove Hill Park
Newton, MA 02458
7. Nahanton Park (borders around gardens only)
Winchester St.
Newton. Highlands, MA 02461
8. Nahanton Park (field house and entrances)
Winchester St. & Nahanton St.
Newton. Highlands, MA 02461
9. Nahanton Park Meadow
Winchester Street
Newton. Highlands, MA 02461
10. Paul Park
Center St. & Paul Street
Newton Centre, MA 02459
11. River Street Cemetery
Cherry St. & River St.
West Newton, MA 02465
12. Winchester St. Cemetery
Centre St. & Winchester St.
Newton Highlands, MA 02461

APPENDIX – F NOISE ORDINANCE

§ 20-13 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-13
Newton Ordinances On-Line – Chapter 20 – page 10

ARTICLE II. NOISE

Sec. 20-13. Noise control.

(a) This ordinance may be cited as the "Noise Control Ordinance of the City of Newton."

(b) *Declaration of findings and policy.* Whereas excessive sound is a serious hazard to the public health and welfare, safety, and the quality of life; and whereas a substantial body of science and technology exists by which excessive sound may be substantially abated; and, whereas the people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health or welfare or safety or degrade the quality of life; now therefor it is the policy of the City of Newton to prevent excessive sound which may jeopardize the health and welfare or safety of its citizens or degrade the quality of life.

(c) *Scope.* This ordinance shall apply to the control of all sound originating within the limits of the City of Newton except as follows:

(1) the emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work or in training exercises related to emergency activities; and

(2) all snow clearance activities; and

(3) any program or activity supervised by the parks and recreation department of the city in effect and as it exists on June 1, 1983.

(d) *Definitions.* For the purposes of this ordinance the following words and phrases shall have the meanings respectively ascribed to them by this section:

Construction and demolition: Any excavation, highway construction, land development or land clearing work, or the erection, demolition, alteration, repair, or relocation of any building or structure, which uses powered equipment such as backhoes, trucks, tractors, excavators, earth moving equipment, compressors, motorized, or power hand tools, manual tools, or equipment of a similar nature as well as two-way radios or other communication equipment; or use of any equipment for recycling, screening, separating, or any other processing of soil, rocks, concrete, asphalt or other raw material.

Leaf blower: any portable motorized device, whether carried or pushed, whether powered by gasoline or other fuel, electricity or battery, used in any landscape or property construction or maintenance activity, for the purpose of blowing, dispersing, redistributing, or removing dust, dirt, leaves, grass or plant clippings, litter or other debris.

Electronic devices: any radio, tape recorder or player, television, phonograph, public address system, loudspeaker, amplified musical instrument or any other similar device, except two-way communication radios.

Emergency: any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work: any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Gross vehicle weight rating (GVWR): the value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR), which is the value specified by the manufacturer as the recommended maximum loaded

§ 20-13 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-13

Newton Ordinances On-Line – Chapter 20 – page 11

weight of the combination vehicle, shall be used.

Motorcycle: any unenclosed motor vehicle having two or three wheels in contact with the ground, including, but not limited to, motor scooters, minibikes, and mopeds.

Motor vehicles: any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, snowmobiles, dune buggies, or racing vehicles, but not including motorcycles.

Noise pollution: a condition caused by a noise source that increases noise levels 10dB(A) or more above background noise level, except that if the noise source produces a tonal sound, an increase at 5dB(A) or more above background noise level is sufficient to cause noise pollution.

Tonal sound: any sound that is judged by a listener to have the characteristics of a pure tone, whine, hum or buzz.

(e) *Noise Pollution prohibited.*

(1) No person shall willfully, negligently, or through failure to provide necessary equipment or facilities or to take necessary precautions permit the establishment or continuation of a condition of noise pollution caused by a noise source (other than a dog or bird) owned, leased, kept, or controlled by such person, or caused by any activity of such person.

(2) When the offending noise source is located in public spaces, noise measurements shall be made at, and noise pollution determinations made in relation to, any location a passerby might reasonably occupy. When the offending noise source is located on private property, noise measurements shall be made at, and noise pollution determinations made in relation to, the boundary line of the property within which the offending source is located, or as close thereto as feasible.

(3) All noise level measurements made pursuant to subsection (e) shall be made with a Type I or II A-weighted sound level meter as specified under the American National Standards Institute (ANSI) standards.

(f) *Time Restrictions.*

(1) Notwithstanding the provisions of subsection (e) and subject to the maximum noise levels listed in subsection (g), the generation of any noise from all electric motors and/or internal combustion engines employed in yard, garden, or grounds maintenance is prohibited except during the following time periods:

(A) Between 7:00 a.m. and 8:00 p.m. on weekdays; or

(B) Between 9:30 a.m. and 8:00 p.m. on Saturdays, Sundays and legal holidays as established in section 2-26 of these revised ordinances.

(2) Notwithstanding the provisions of subsection (e) and subject to the maximum noise levels listed in subsection (g), the generation of any noise from construction and demolition activity is prohibited except during the following time periods:

(A) Between 7:00 a.m. and 7:00 p.m. on weekdays; or

(B) Between: 8:00 a.m. and 7:00 p.m. on Saturdays;

(C) Generation of any noise from construction and demolition activity is prohibited at any hour on Sundays § 20-13 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-13 Newton Ordinances On-Line – Chapter 20 – page 12

and legal holidays as established in section 2-26 of these revised ordinances, except by permit issued in accordance with subsection (h)(1).

(3) All public address loudspeakers, either mobile or stationary, shall be prohibited from operating every evening from 9:00 p.m. until 7:00 a.m. the following morning.

(4) No automobile, motorcycle, truck or vehicle-mounted refrigeration equipment or other motorized vehicle shall be left running when not in traffic, within three hundred (300) feet of any dwelling, hotel or residence, for a period of greater than five (5) minutes.

(5) Between the hours of midnight and 6:00 a.m. deliveries and pick-ups for commercial or business purposes are prohibited within 300 feet of any dwelling within a residential zone excepting deliveries to such dwellings, deliveries of gasoline to gasoline stations, deliveries or pick-ups at state or federal governmental offices and any other commercial or business delivery or pick-up operation that does not increase noise levels 5dB(A) or more above background noise level. For purposes of this subsection, "deliveries" and "pick-ups" shall include the loading and unloading of a vehicle.

(6) Between the hours of 7:00 p.m. and 7:00 a.m. trash collection shall be prohibited within five hundred (500) feet of any dwelling.

(7) Between the hours of 11:00 p.m. and 7:00 a.m. no person or persons shall disturb the peace by causing or allowing to be made any unreasonable or excessive noise, including but not limited to such noise resulting from the operation of any electronic device, or from the playing of any band or orchestra, or from the making of excessive outcries, exclamations, or loud singing or any other excessive noise by a person or group of persons, provided however, that any performance, concert, establishment, band group or person who has received and maintains a valid license or permit from any department, board, or commission of the City of Newton authorized to issue such license or permit shall be exempt from the provisions of this section. Unreasonable or excessive noise for the purposes of this section shall be defined as 5dB(A) or more above background level when measured not closer than the lot line of a residential lot or from the nearest affected dwelling unit.

(g) *Maximum Noise Levels.* Notwithstanding the provisions of subsections (e)(1) and (e)(2), the following are the maximum noise levels that are permitted for the specified purposes:

Maximum noise level dB(A) permitted:

(1) *Vehicles*

Vehicle Class Stationary or Moving

All vehicles over 10,000 lbs. GVW or GCWR	86
All Motorcycles	82
Automobiles and light trucks.....	75
Noise measurements shall be made at a distance of fifty (50) feet from the closest point of pass-by of a source or fifty (50) feet from a stationary vehicle.	

(2) *Construction and demolition.*

§ 20-13 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-13
 Newton Ordinances On-Line – Chapter 20 – page 13

The cumulative noise level of all construction and demolition on one site at any one time shall not exceed 90dB(A). No individual piece of equipment shall exceed a maximum noise level of 90 dB(A). If noise barriers are used that effectively shield nearby areas from a condition of noise pollution, the following devices shall be exempt from the maximum noise level limitations: jackhammers; pavement breakers; pile drivers; and rock drills.

Maximum noise level dB(A) permitted:

Backhoe, bulldozer, concrete mixer, dump truck, loader, paver, pneumatic tools, roller, scraper	90
Air compressor	85
Generator	90
Electric drills, sanders, saws (except chainsaws) or other power tools of all types, whether handheld or otherwise	75

Noise measurements shall be made at a distance of fifty (50) feet from the source, or from the nearest lot line, whichever distance is less.

(3) *Yard, Garden, or Grounds Maintenance Equipment*

Maximum noise level dB(A) permitted:

Commercial Chipper, 3 1/2 inch or greater limb capacity (running at full speed but not chipping)	90
Commercial truck-mounted leaf vacuum	90
All other equipment, including home tractor, lawn mower or trimmer	65

Noise measurements shall be made at a distance of fifty (50) feet from the source, or from the nearest lot line, whichever distance is less.

(4) *Tonal Sound Corrections.* When a tonal sound is emitted by a noise source specified in subsections (g)(1), (g)(2) and (g)(3) herein, the limit on maximum noise levels shall be 5dB(A) lower than as specified in subsections (g)(1), (g)(2) and (g)(3).

(5) *Maximum Noise Levels for HVAC systems.* No person shall operate any air conditioning, refrigeration or heating equipment for any residence or other structure or operate any pumping, filtering or heating equipment for any pool or reservoir in such manner as to create any noise which would cause the noise level on the premises of any other occupied property or if a condominium, apartment house, duplex, or attached business, within any adjoining unit, to exceed the background noise level by more than 5 dB(A). This provision shall not apply, however, to periodic or emergency maintenance or testing of such equipment reasonably necessary to maintain such equipment in good working order. Noise measurements and noise pollution determinations shall be taken in accordance with subsections (e)(2) and (e)(3).

(6) *Alternative Measurement Procedures.* If it is not possible to make a good noise level measurement at the distance specified in subsections (g)(1), (g)(2) and (g)(3), measurement may be made at an alternate distance

§ 20-13 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-13
 Newton Ordinances On-Line – Chapter 20 – page 14

and the noise level subsequently calculated for the specified distance. Calculations shall be made in accordance with established engineering procedures.

(7) All noise-level measurements made pursuant to subsection (g) shall be made with a Type I or II A-weighted sound level meter as specified under the American National Standards Institute (ANSI) standards.

(h) *Restrictions on use of leaf blowers.* Notwithstanding the provisions of sections 20-13 (f) and (g), on or after January 1, 2017 no person, including any City employee or contractor, shall use or operate a leaf blower within the City of Newton from Memorial Day through Labor Day in each year, except that one 65 dB(A) electric or battery powered leaf blower per lot may be used during this period. At all other times leaf blowers may be operated subject to the following provisions:

(1) Permitted hours of use. Leaf blowers may be operated only during the following times:

Monday – Friday: 7:00 a.m. – 5:00 p.m., except that the City of Newton, through its Parks and Recreation Department, shall be allowed to use leaf blowers prior to 7:00 a.m. for the sole purpose of maintaining city village centers.

Saturday: 8:00 a.m. – 5:00 p.m.

Sundays and legal holidays: prohibited except for operation by a resident of the property on which the leaf blower is operated between 9:30 a.m. and 5:00 p.m.; and except for operation of leaf blowers on contiguous lots under single ownership that total a minimum of thirty acres used for institutional or recreational purposes between 9:30 a.m. and 12:00 p.m.

(2) Only leaf blowers meeting the following criteria are permitted for use:

A. Leaf blowers must be manufactured after January 1, 2005 for EPA Class 4 engines and after January 1, 2008 for EPA Class 5 engines;

B. Leaf blowers must bear an affixed manufacturer's label indicating the model number of the leaf blower;

C. Leaf blowers must bear an affixed manufacturer's label documenting a noise rating of 65 dB(A) or less; and

D. Leaf blowers may only be used with any muffler, full extension tube and sound attenuating devices supplied by the manufacturer of the leaf blower. Non-factory modifications are not permitted.

(3) During times of emergency caused by a storm or other special circumstance, the Mayor or his designee may temporarily suspend application of all or a portion of this section for purposes of cleaning up from such storm or other special circumstance.

(4) The provisions of section 20-13 (i) shall not apply to leaf blower operation.

(i) *Permits for exemptions from this ordinance and for extensions of time to comply with this ordinance.*

(1) The mayor or his designee may grant a permit for any activity otherwise forbidden by the provisions of this ordinance upon a determination by the mayor or his designee that compliance in the conduct of such activity would cause undue hardship on the person or persons conducting such activity or on the community, taking into account: (i) the extent of noise pollution caused by not requiring such compliance; and (ii) whether § 20-14 NEWTON ORDINANCES — CIVIL FINES AND MISCELLANEOUS OFFENSES § 20-20 Newton Ordinances On-Line – Chapter 20 – page 15

reasonable efforts have been made to abate the noise. The mayor or his designee shall establish appropriate procedures for the processing of requests for such permits, including such hearings as the mayor or his designee deems appropriate. In granting any such permit, the mayor or his designee may impose such appropriate conditions as he deems necessary pursuant to this section. Copies of all such permits shall be filed with the clerk of the board of aldermen promptly after issuance. Promptly after issuance, copies of all such permits shall be filed with the clerk of the board of aldermen and to each ward alderman for the affected ward.

(2) The mayor or his designee may extend to a specified date the time for compliance with this ordinance in the case of any particular activity with respect to which a determination is made that such extension is necessary to provide a reasonable opportunity for such activity to be brought into compliance. No such extension shall be granted which has the effect of exempting such activity from compliance with this ordinance. The mayor or his designee shall establish appropriate procedures for the processing of requests for such extensions of time, including such hearings as the mayor or his designee deems appropriate.

(j) *Judicial Review.* Any person aggrieved by the grant or denial of a permit pursuant to subsection (h)(1) or an extension of time pursuant to subsection (h)(2) may seek relief therefrom by a civil action in any court of competent jurisdiction as provided by the laws of the Commonwealth of Massachusetts.

(k) *Penalties.* Violation of any of the provisions of this section shall constitute a misdemeanor and any person, upon conviction of such violation, shall be fined an amount not to exceed three hundred dollars (\$300.00). Each day that such violation continues shall be considered to be a separate offense.

(l) *Enforcement.* The Newton Police Department and the Inspectional Services Department shall be responsible for enforcement of this ordinance. Each department shall document the disposition of all complaints by written report available to the public. The written report shall clearly indicate whether the complaint resulted in a warning or fine. If a warning or fine was not issued for a complaint, the responding city employee shall clearly indicate the reason.

(m) *Non-criminal disposition.* In addition to the penalties set forth in subsection (j), where non-criminal disposition of specified sections of this ordinance by civil fine has been provided for in sections 20-20 and 20-21 of the Revised Ordinances, as amended, pursuant to the authority granted by G.L. c. 40, sec. 21D, said violations may be enforced in the manner provided in such statute. The civil penalty for each such violation is set out in Sections 20-21(c) and 20-21(d).

(n) In the event the person in violation of section 20-13 (h) pertaining to leaf blower use is a contractor, the property owner shall be notified of the violation and of any warning or other enforcement issued to the contractor.

(o) *Severability*. If any provision(s) of this ordinance or the application of such provision(s) to any person or circumstances shall be held invalid, the validity of the remainder of this ordinance and the applicability of such provision to other persons or circumstances shall not be affected thereby. (Ord. No. R-331, 6-20-83; Ord. No. T-62, 12-4-89; Ord. No. T-200, 12-16-91; Ord. No. V-286, 3-6-00; Ord. Z-32, 7-14-08; Ord. No. Z-78, 02-22-11; Ord. No. Z-104, 04-02-12; Ord. No. A-100, 01-17-17)

Cross reference—Sounding warning devices on motor vehicles, § 19-72; noise by hawkers and peddlers, § 17-26.

Secs. 20-14—20-19. Reserved.

APPENDIX – G

Operations and Maintenance SOP

Parks and Open Spaces



Operations and Maintenance SOP

Parks and Open Spaces

Introduction

An operations and maintenance program for parks and open space is required under City of Newton's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Drainage System (MS4) Permit minimum control measure for Pollution Prevention and Good Housekeeping for Permittee Owned operations.

Objective: The permittee shall implement an operations and maintenance program for permittee-owned operations that has a goal of preventing or reducing pollutant runoff and protecting water quality from all permittee-owned operations.

Parks and open space operations and maintenance activities commonly involve the operation of equipment such as mowers and tractors; planting, weeding, raking, pruning, and trash collection; application of pesticides, herbicides, and fertilizers; cleaning and maintenance of park amenities such as play equipment, restrooms, and structures; and snow removal. These activities have the potential to generate contaminants such as sediments and toxic chemicals that may be picked up by rainwater, thereby entering the storm drainage system and receiving waters.

The goal of this written Standard Operating Procedure (SOP) is to provide guidance to municipal employees to reduce the discharge of pollutants from the MS4 and to receiving waters as a result of parks and open space operations and maintenance. If services are contracted, this SOP should be provided to the contractor. The contract should specify that the contractor is responsible for compliance with all applicable laws.

Parks and Open Space Inventory

An inventory is included in **Section 5** of Newton's Open Space and Recreation Plan available at: <http://www.newtonma.gov/gov/planning/lrplan/os/default.asp>

Information specific to Newton's Parks is also available here: <http://www.newtonma.gov/gov/parks/maintenance/default.asp>

Procedures

Newton will implement the following procedures at municipal parks and open spaces to reduce the discharge of pollutants from the MS4:

General

- Repair damage to landscaped or vegetated bare areas as soon as possible to prevent soil erosion. If there are areas of erosion or poor vegetation, repair them as soon as possible, especially if they are within 50 feet of a surface water (e.g., pond, lake, or river).
- Remove (sweep or shovel) materials such as soil, mulch, and grass clippings from parking lots, streets, curbs, gutters, sidewalks, storm drains and drainage swales.
- Do not clean up any unidentified or possibly hazardous materials found during maintenance; notify a supervisor immediately.
- Wastewater from power washing signs, structures, or bleachers should not be discharged into the stormwater system.
- When painting park equipment, use a drop cloth and clean up any spills immediately.
- Do not leave open containers on the ground where they may accidentally tip over.
- Sweep parking lots with a street sweeper and dispose of street sweepings in designated areas.

Mowing

- Remove debris and trash from landscaped areas prior to mowing.
- Leave clippings on grassy areas or dispose of them with yard waste or by composting.
- Collect excess grass clippings and leaves after mowing. Do not blow or wash them into the street, gutter, or storm drains.
- Properly recycle or dispose of organic waste after mowing, weeding, and trimming.
- Reduce mowing frequencies wherever possible by establishing low/no-mow areas in lesser-used spaces.
- Brush off mowers (reels) and tractors over grassy areas or in contained washout areas.
- Do not hose off mowers over paved areas that drain into the storm drains or directly to surface waters.
- Do not allow grease from mowers to fall onto areas where they can be washed into the stormwater system.

Landscaping

- When establishing new plantings, use alternative landscaping materials, such as drought resistant or native plants to reduce the need for irrigation and extensive application of fertilizers and pesticides.
- Follow proper fueling procedures for all equipment.
- Fertilizers, herbicides, and pesticides used for landscaping should be properly used, stored, and handled.

Fertilizer & Pesticide Storage

- Store fertilizers in high, dry locations in accordance with the manufacturer's specifications.
- Store in cool, well-ventilated, and insulated areas to protect against temperature extremes.
- Pesticides are used sparingly by Newton's Parks, Recreation and Culture Dept and applied upon receipt of delivery. Storage of pesticides is generally not necessary.
- If for any reason, pesticides need to be temporarily stored, they will be stored in a manner that meets local fire code requirements.
 - Flammable products should be stored separately from non-flammable products, preferably in a fire-proof cabinet.
 - Small quantities (less than 500 lbs. or 220 gallons) of pesticides can be stored in cabinets constructed of double-walled 18-gauge sheet metal.
 - Floors should be watertight, impervious, and provide spill containment.
- Store materials in an enclosed area or in covered, impervious containment, such as a locked cabinet. The cabinet should be in a first story room or one that has direct access to the outdoors. Storage areas should be equipped with easily accessible spill cleanup materials and portable firefighting equipment. Regularly inspect storage areas for leaks and spills. Emergency eyewash stations and emergency drench showers should be located near the storage area.
- For pesticides, storage cabinets should be kept locked and the door to the storage area should contain a weatherproof sign that warns of the existence and danger of the pesticides inside. The door should be kept locked. The sign should be visible from 25 feet away and should read as follows:

DANGER
PESTICIDE STORAGE AREA
ALL UNAUTHORIZED PERSONS KEEP OUT

The sign should be posted in both English and any other language used by maintenance workers.

- Pesticides should not be stored in the same place as ammonium nitrate fertilizer.
- Separate pesticides and fertilizers from other chemical storage and other flammable materials.
- Label all containers with date of purchase. Clearly label all secondary containers. Use older materials first.
- Order for delivery as close to the time of use as possible to reduce the amount of chemicals stored at the facility.
- Order only the amount of materials needed in order to minimize excess or obsolete materials, which require storage and disposal.
- Never leave unlabeled or unstable pesticides or fertilizers in uncontrolled locations.
- Maintain a current written inventory of all pesticides and fertilizers at the storage site.
- Ensure that contaminated waste materials are kept in designated containers and stored in labeled, designated, covered, and contained areas.
- Dispose of excess or obsolete pesticides/fertilizers and associated waste materials in accordance with the manufacturer's specification and all applicable regulations.
- Proper spill protocol should be followed to prevent chemicals from entering the stormwater system.

Use and Application of Fertilizers

- All fertilizer products manufactured or distributed in the State of Massachusetts must be registered with the Department of Agricultural Resources.
- Perform soil testing before choosing a fertilizer. The quantity of available nutrients already present in the soil will determine the type and amount of fertilizer that is recommended. The soil test will also determine the soil pH, humic matter, texture, and exchangeable acidity, which will indicate whether pH adjustment is required for fertilizer to work efficiently. A soil test should be completed at each facility, as soil type can vary widely within a single community.
 - Soil tests are recommended every 3-4 years for turf and plantings (more frequently for problem or newly planted areas) and every year for soil where phosphorus-containing fertilizers are used. Soil pH tests should be conducted every year for all sites.
 - When collecting soil samples, take multiple samples for each target area at a four-inch depth; mix the samples together in a container and properly label the sample with property information and site use type. Separately sample areas that have discoloration, abnormal plant growth, or other problems. Take the sample at approximately the same time every year. If the area has been fertilized, wait eight weeks after fertilizing to test the soil to ensure nutrients have been absorbed.
- When selecting the optimal type of fertilizer to use on an area, consider the soil test results, type of turf, and type of turf use. Slow-use fertilizer should be used for turf grass.
- Calibrate application equipment regularly to ensure proper application and loading rates.
- Mix fertilizers using clean application equipment under cover in an area where accidental spills will not enter surface water or groundwater and will not contaminate the soil.
- Fertilizers should only be applied by properly trained personnel.
- Never apply fertilizers in quantities exceeding the manufacturer's instructions. Instead, apply small amounts throughout the growing season.
- Time fertilizer application methods for maximum plant uptake, usually in the fall and spring (e.g., between April 15 and October 15). When applying at the beginning and end of planting season, take into consideration the slower uptake rate of fertilizer by plants and adjust the fertilizer application accordingly.
- Never apply fertilizer during a drought, when the soil is dry or frozen, when it is raining, or immediately before expected rain.
- Fertilizer should be applied when the ground temperature is above 55° F.
- Apply fertilizers in amounts appropriate for the type of vegetation to minimize losses to surface water and groundwater. Use the results of the soil test to determine optimal fertilizer timing and application rates.
- Where applicable, till fertilizers into the soil rather than dumping or broadcasting (proper application techniques will depend on the type of soil and vegetation).

- Do not hose down paved areas after fertilizer application if drainage will enter an engineered storm drain system or drainage ditch.
- Do not over-apply fertilizer in late fall to “use it up” before winter. The effectiveness of fertilizer does not reduce when stored.
- Avoid combined products such as “weed and feed,” which do not target specific problems at the appropriate time.

Use and Application of Pesticides and Herbicides

The State of Massachusetts has a stringent program for registration of pesticides and certification of those authorized to apply them. Once a pesticide has been approved for use by the USEPA, it must be registered by the Massachusetts Pesticide Board Subcommittee prior to being distributed, purchased, or used in Massachusetts. Pesticide classification in Massachusetts is based on the potential adverse effects the pesticide may have on humans or the environment. “Restricted Use” pesticides can only be sold by Licensed Dealers to Certified Applicators, while “State Limited Use” pesticides may be restricted to use by certain individuals or require written permission from the Department of Agricultural Resources prior to use.

Legal application of pesticides must be performed by an individual licensed or certified by the Massachusetts Department of Agricultural Resources. A Commercial Applicator License is required for applying general use pesticides, and a Commercial Applicator Certification is required for applying restricted and state limited use products.

Use and Application of Pesticides

- Follow the City’s Integrated Pest Management (IPM) Policy and procedures: http://www.newtonma.gov/gov/parks/maintenance/integrated_pest_management/default.asp and use alternatives to pesticides, whenever possible.
- Pesticides should only be applied by licensed or certified applicators.
- Calibrate application equipment regularly to ensure proper application and loading rates.
- Ensure that pesticide application equipment is capable of immediate shutoff in case of emergency.
- Conduct spray applications according to specific label directions and applicable local regulations.
- Never apply pesticides in quantities exceeding the manufacturer’s instructions.
- Apply pesticides at the life stage when the pest is most vulnerable.
- Never apply pesticides if it is raining or immediately before expected rain.
- Establish setback distances from pavement, storm drains, and waterbodies, which act as buffers from pesticide application, with disease-resistant plants and minimal mowing.
- Do not apply pesticides within 100 feet of open waters or of drainage channels.
- Spot treat infected areas instead of the entire location.
- Mix pesticides and clean application equipment under cover in an area where accidental spills will not enter surface water or groundwater and will not contaminate soil.
- Do not hose down paved areas after pesticide application to a storm drain or drainage ditch.
- Recycle reinstatement from equipment cleaning back into product.
- Choose the least toxic pesticide capable of reducing the infestation to acceptable levels.
- For the use of herbicides, reduce seed release of weeds by timing cutting and pesticide application at seed set. Select vegetation and landscaping that is low maintenance in order to tolerate low levels of weeds without interfering with aesthetics.

Irrigation

- Limit irrigation after fertilizer application to prevent runoff (approximately ½ inch of water per application for a week following application).
- Turn off irrigation systems during periods of adequate rainfall.
- Repair broken sprinkler heads as soon as possible.
- Only irrigate at a rate that can infiltrate into the soil to limit run-off.
- Avoid irrigating close to impervious surfaces such as parking lots and sidewalks.

Snow Removal

- Snow should not be pushed or dumped into waterbodies or wetlands, into stormwater drainage swales or ditches, or on top of catch basins.

- Snow should not be stored near waterbodies or wetlands.
- Avoid storing snow in areas that are unstable, areas of potential erosion, or high points where snow may melt and collect debris as runoff before it enters the stormwater system.
- Consider sun exposure when storing snow. Snow in areas with higher sun exposure will melt faster but may require deicers if the snowmelt refreezes.
- Store salt or sand for snow & ice indoors under a roof or covered and on impervious surfaces.
- Any damage done to vegetated areas caused by plows or deicing materials should be repaired as early as possible in the spring.

Trash Management

- All waste and recycling containers must be leak-tight with tight-fitting lids or covers.
- Place waste and recycling containers indoors or under a roof or overhang whenever possible.
- Clean and sweep up around outdoor waste containers regularly.
- Arrange for waste and recyclables to be picked up regularly and disposed of at approved disposal facilities.
- Do not wash out waste or recycling containers outdoors or in a parking lot.
- Conduct periodic inspections of waste areas to check for leaks and spills.
- Ensure there are enough trash and recycling containers at appropriate areas.
- Monitor waste and recycling containers at heavily used sites and on holidays to ensure that there is no overflow.

Equipment Maintenance

- Follow the Operations and Maintenance SOP for Municipal Vehicles and Equipment for equipment used for parks & open space (e.g., lawn mowers).

Other Activities

- Provide pet waste stations with bags and trash receptacles where pets are permitted. Post signs describing the proper disposal of pet waste.
- All portable toilets should be staked down in flat, secure locations where they are less likely to be knocked down or blown over. They should be placed in a location that would retain any spillage from washing into the MS4 or receiving waters. Ensure routine maintenance and cleaning of portable toilets.
- Identify undesirable waterfowl congregation areas and take steps to prevent waterfowl droppings from entering the stormwater system or surrounding waterbodies.
 - Take measures to discourage congregation near waterbodies and the storm system (e.g., use strobe lights or reflective tape, establish no-mow zones to reduce available feeding areas, or plant thick vegetation along waterlines). If waterfowl congregation cannot be managed, then isolate the drainage from congregation areas away from the storm system and waterbodies.
 - Install signage to educate the public on the negative effects of waterfowl feces entering the stormwater system or nearby waterbodies in order to discourage public feeding.

Employee Training

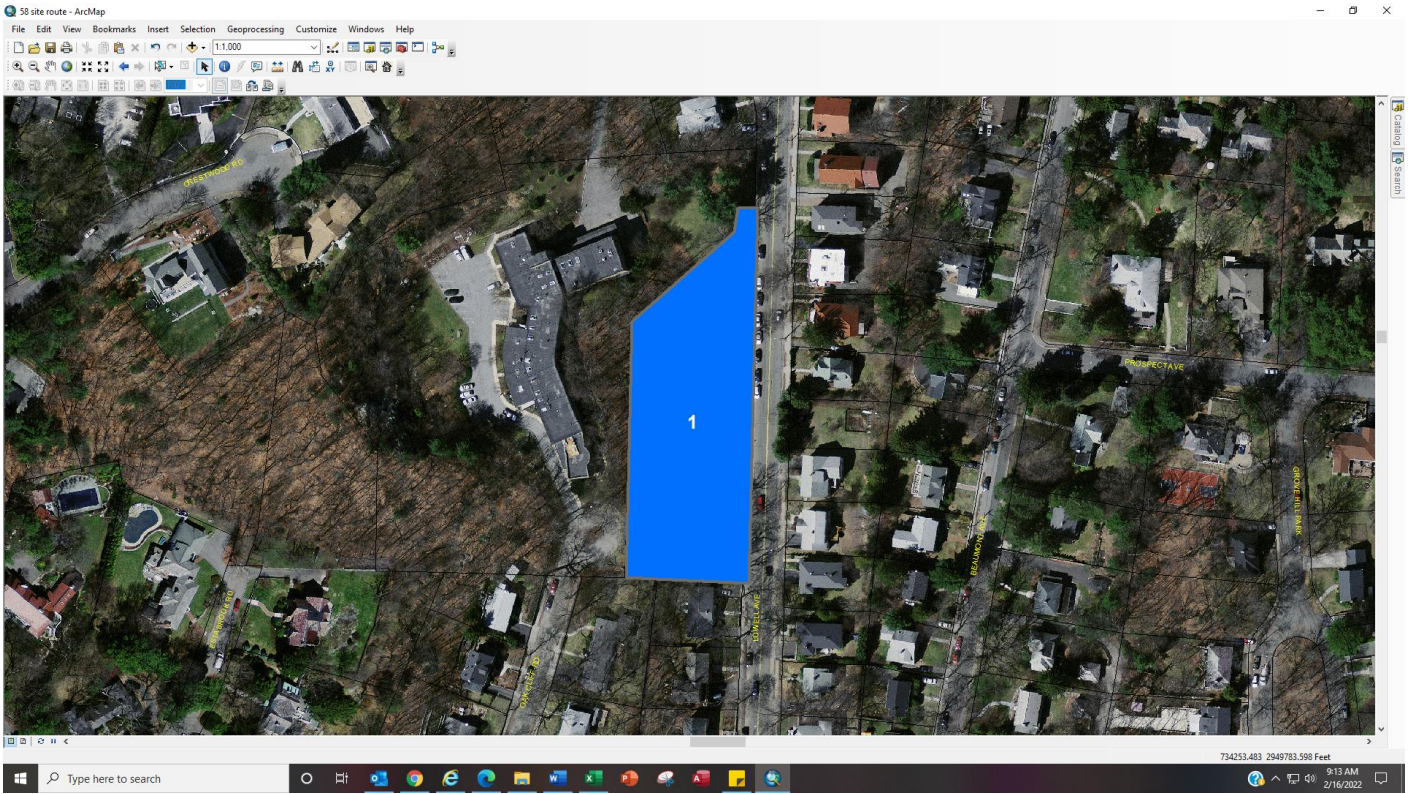
- Employees who perform work on/with at municipal parks and open spaces are trained on these procedures and the proper operation of related equipment.
- Superintendents are also trained on stormwater pollution prevention, illicit discharge detection and elimination (IDDE) procedures, and spill and response procedures.
- If services are contracted, the contractor should be given a copy of this and any applicable SOPs to ensure compliance with MS4 regulations.

APPENDIX - H

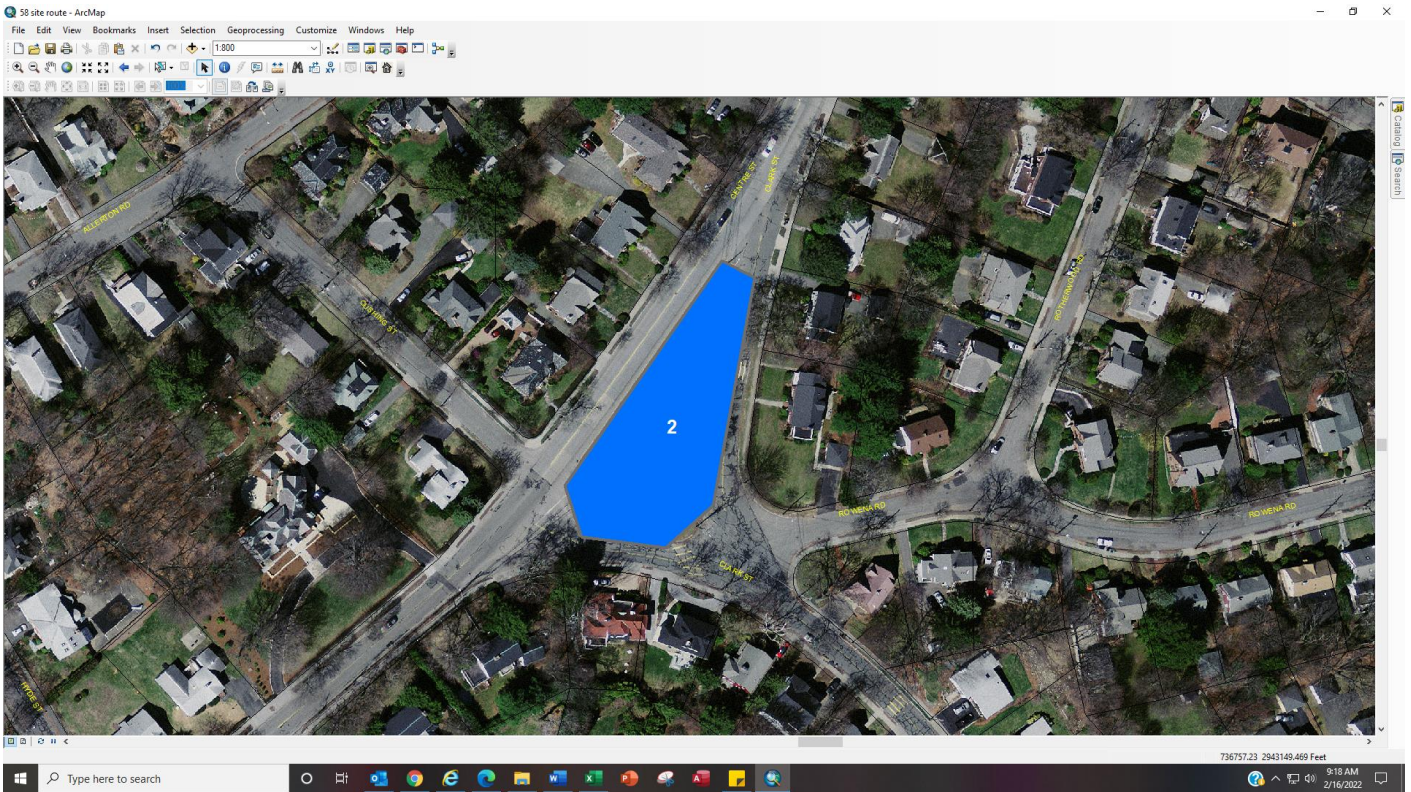
Site Location Aerial Maps

All areas mapped are approximate locations.

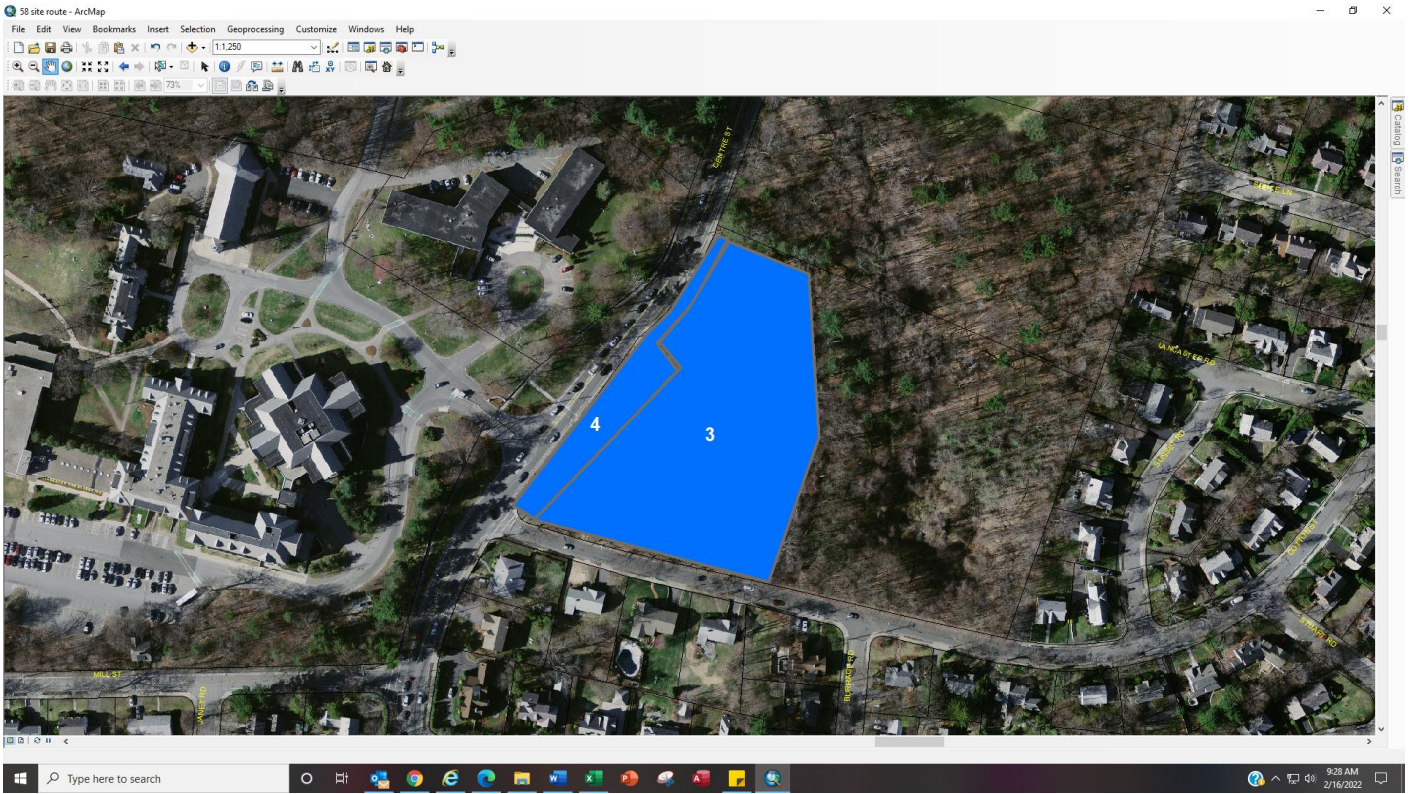
#1. Claflin Park



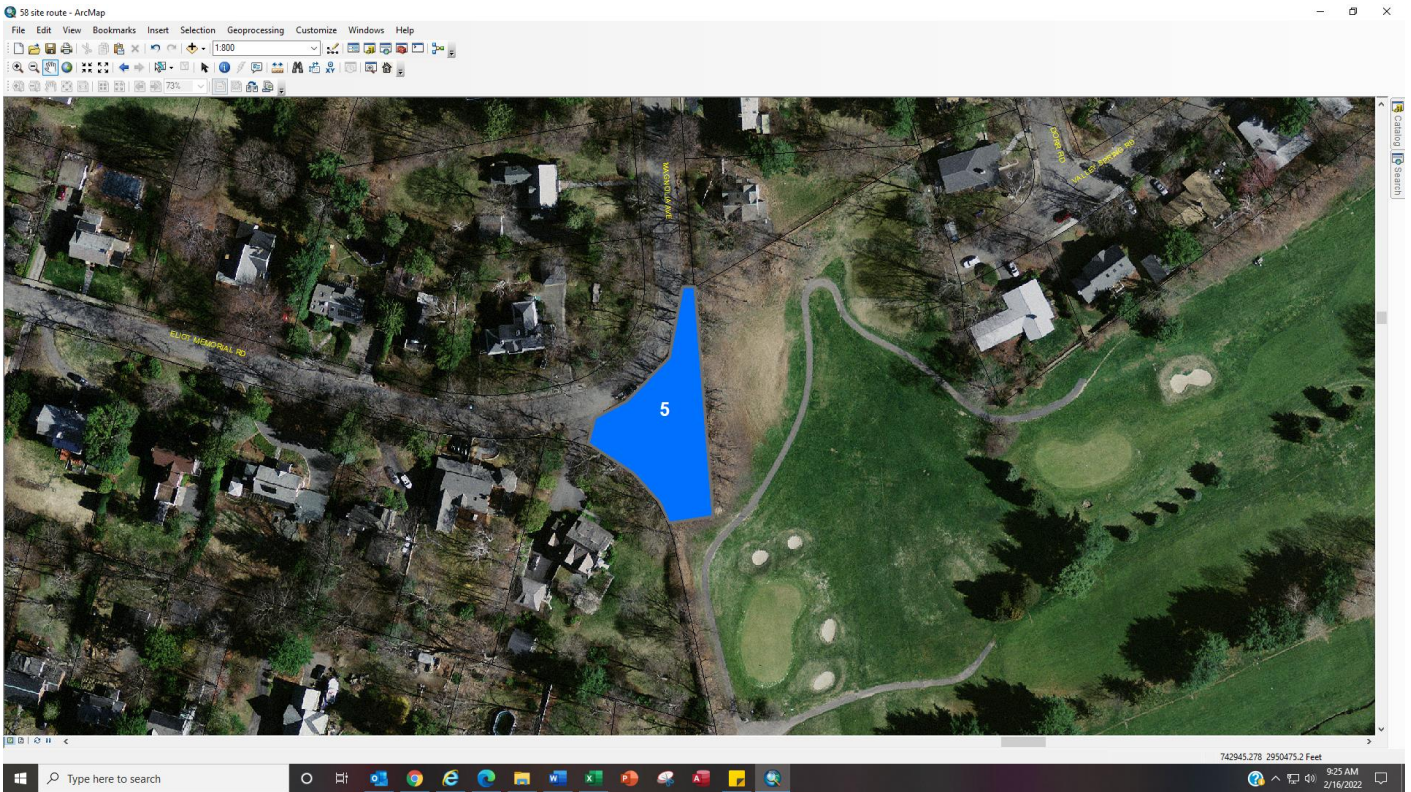
2. Clark Park



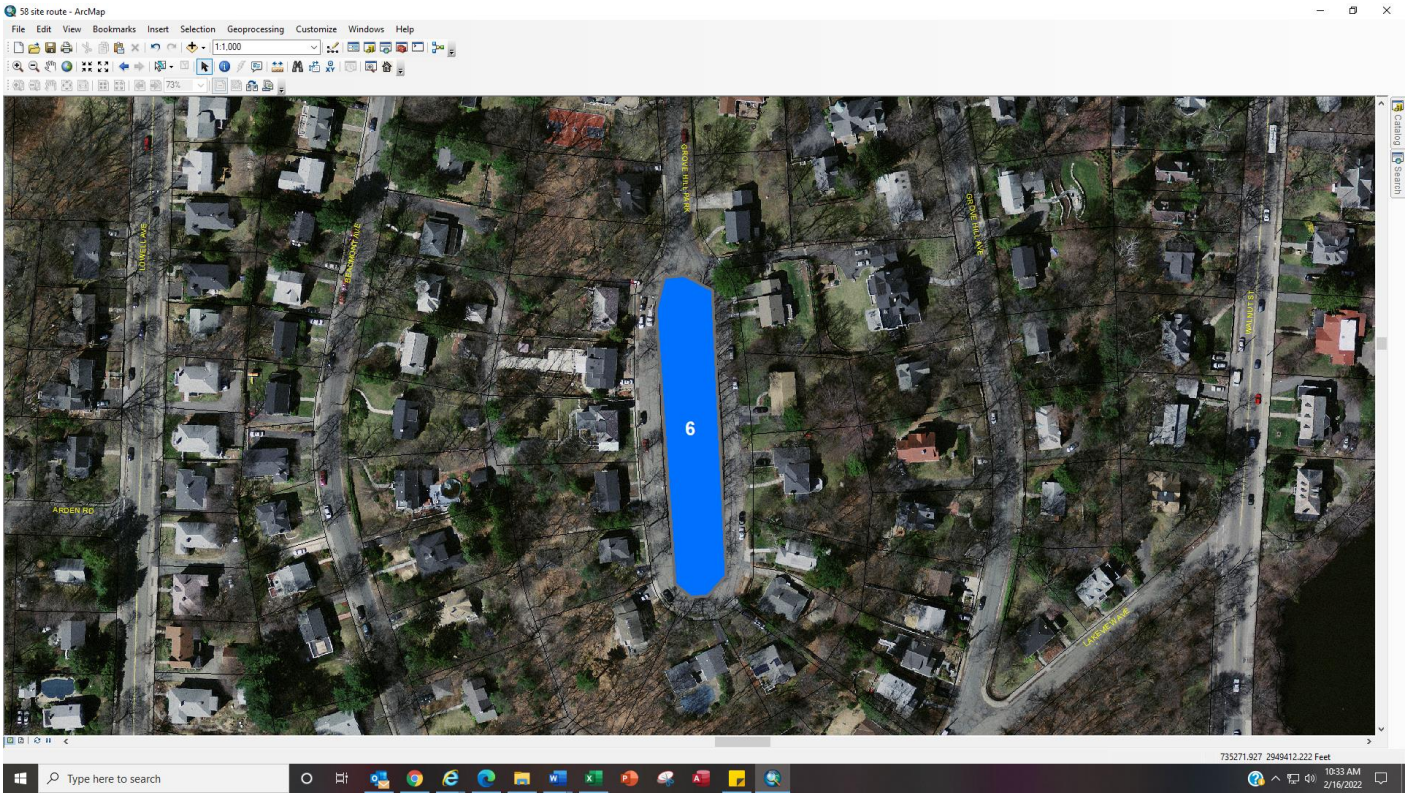
- 3. Cotton Street Cemetery
- 4. Cotton Street Cemetery Border



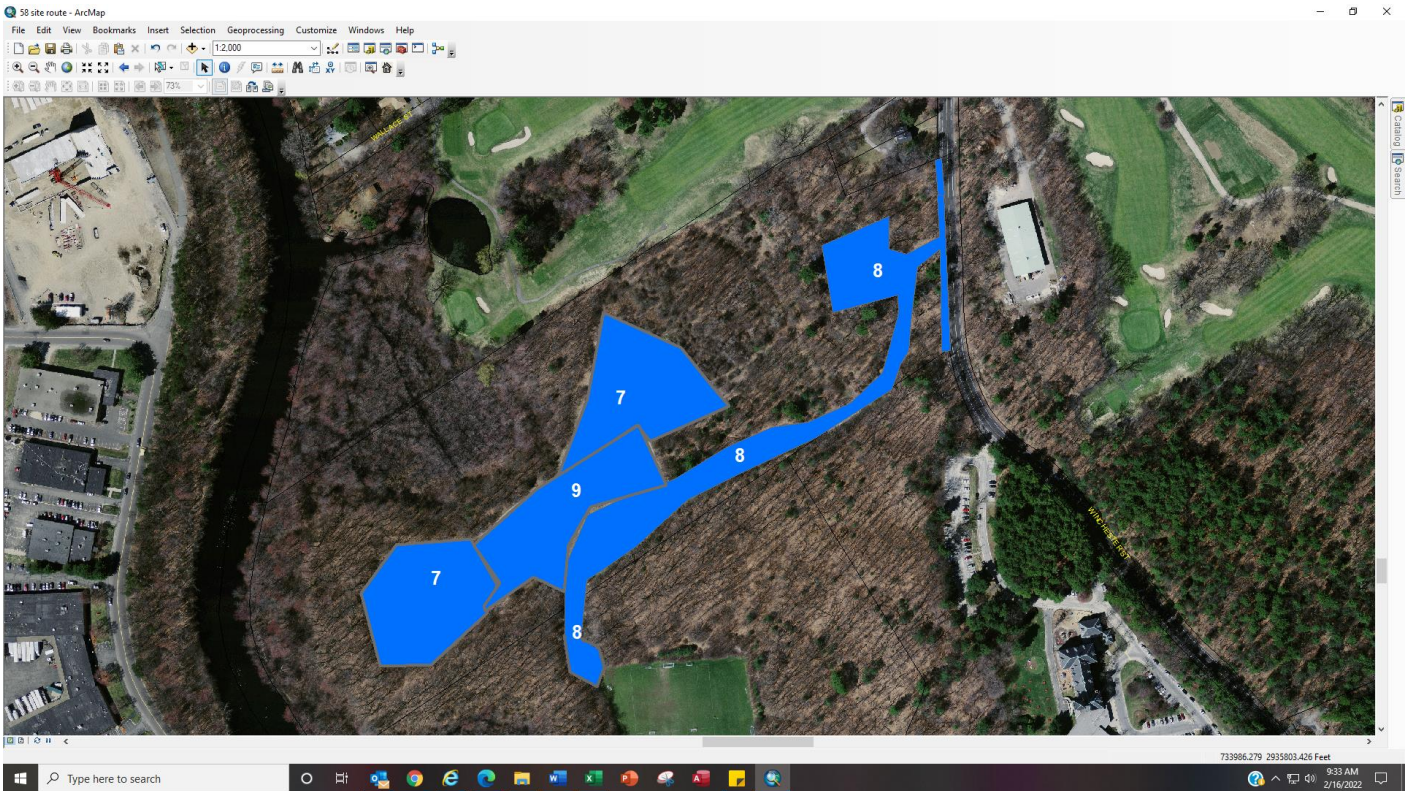
#5. Elliot Memorial



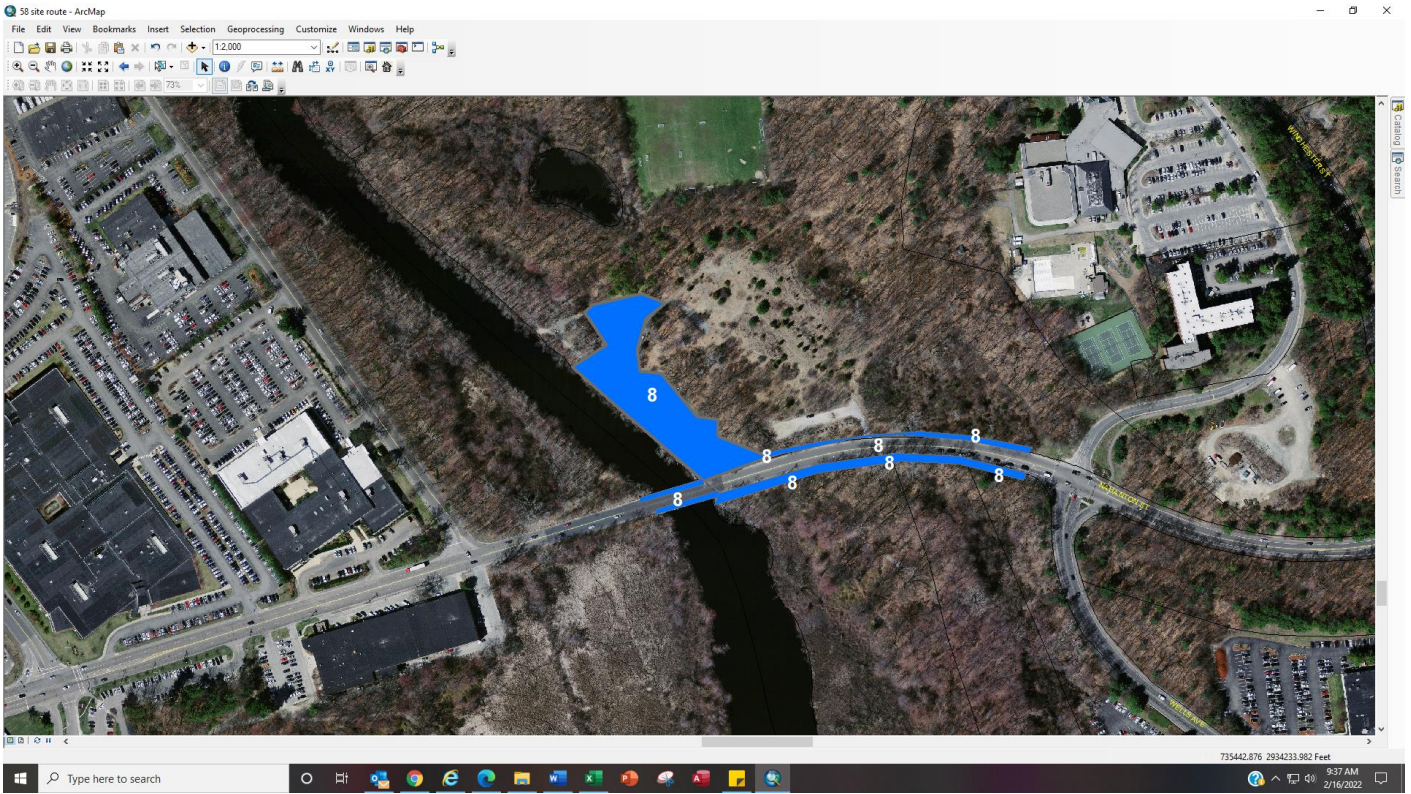
6. Grove Hill Park



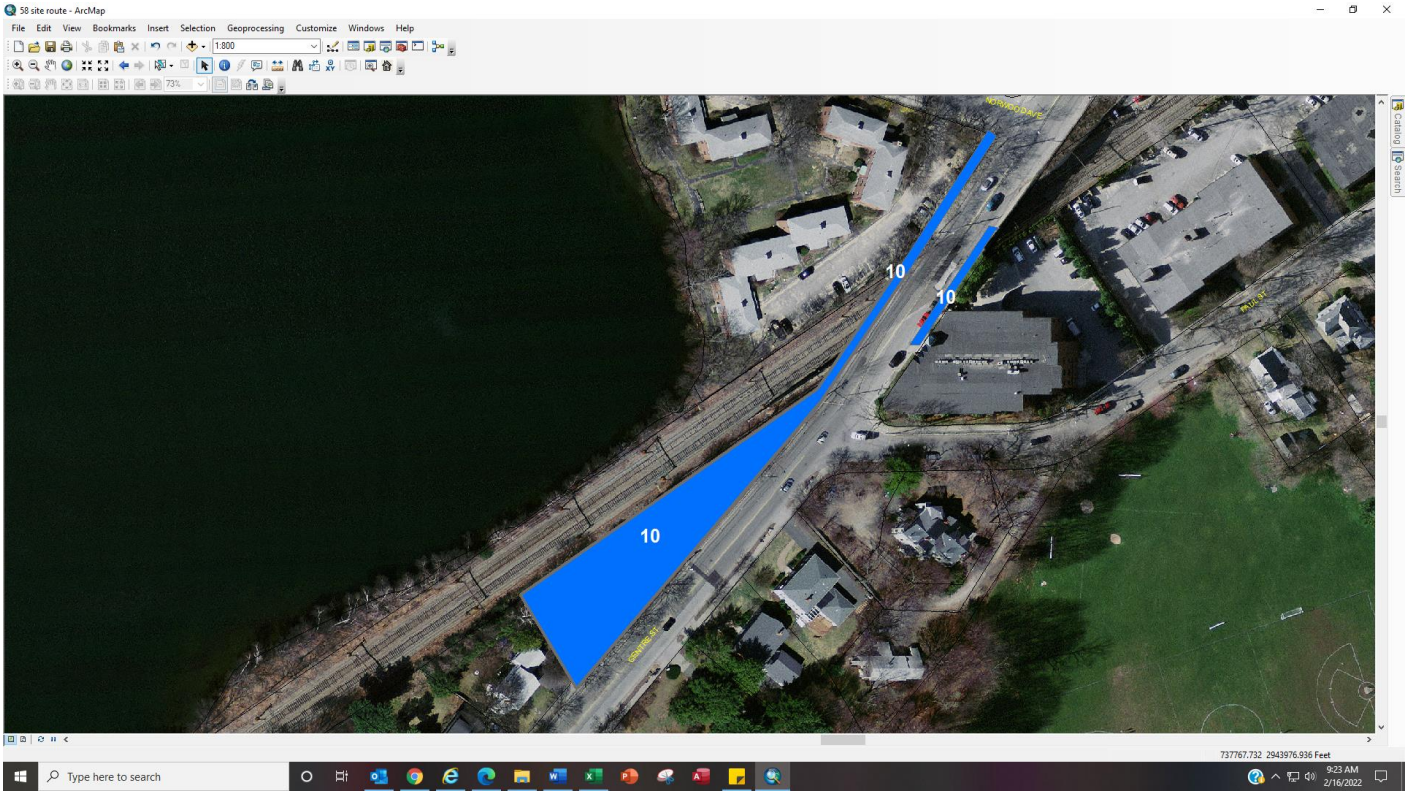
- 7. Nahantont Park Garden Borders
- 8. Nahantont Park Entrances (slide 1 of 2)
- 9. Nahantont Park Meadow



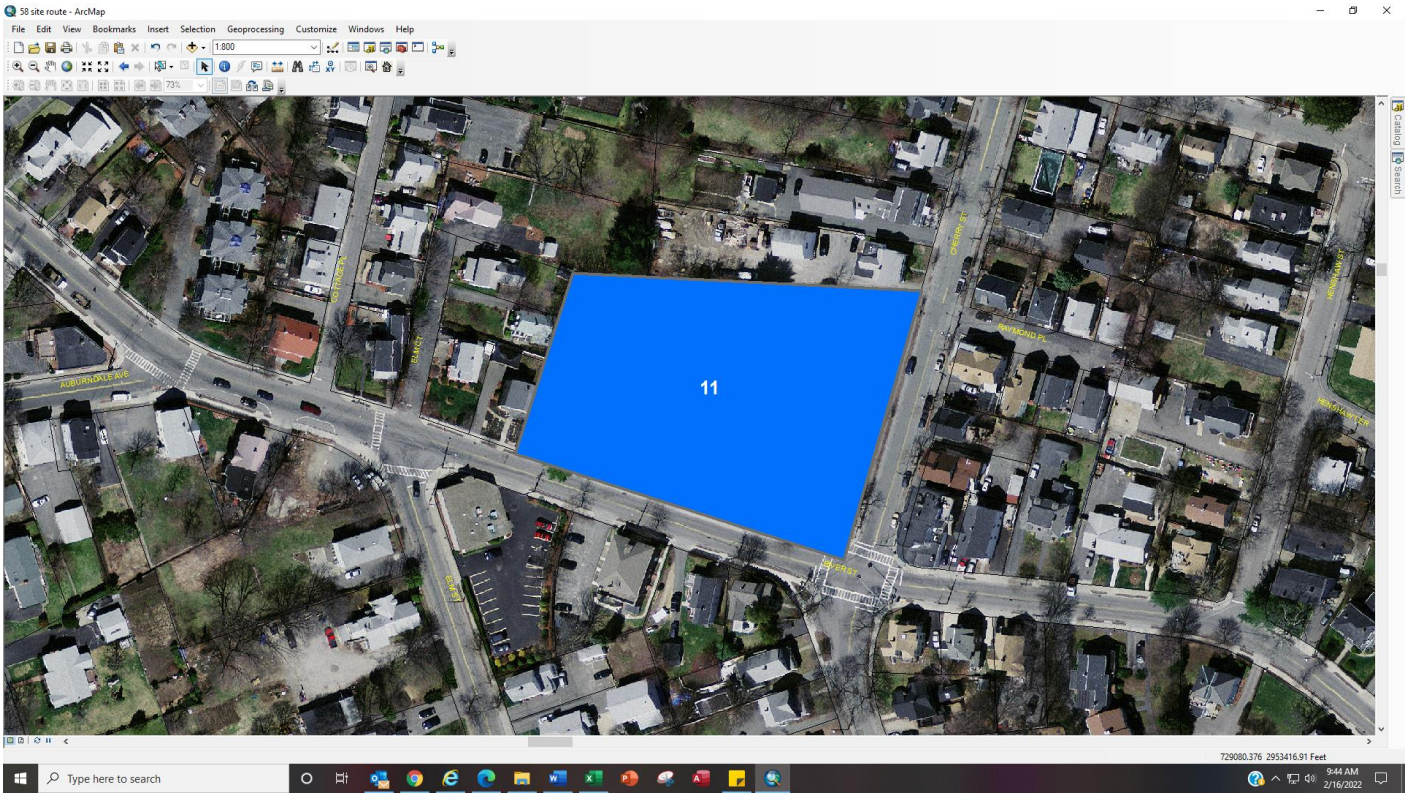
- 8. Nahantont Park Entrances (slide 2 of 2)



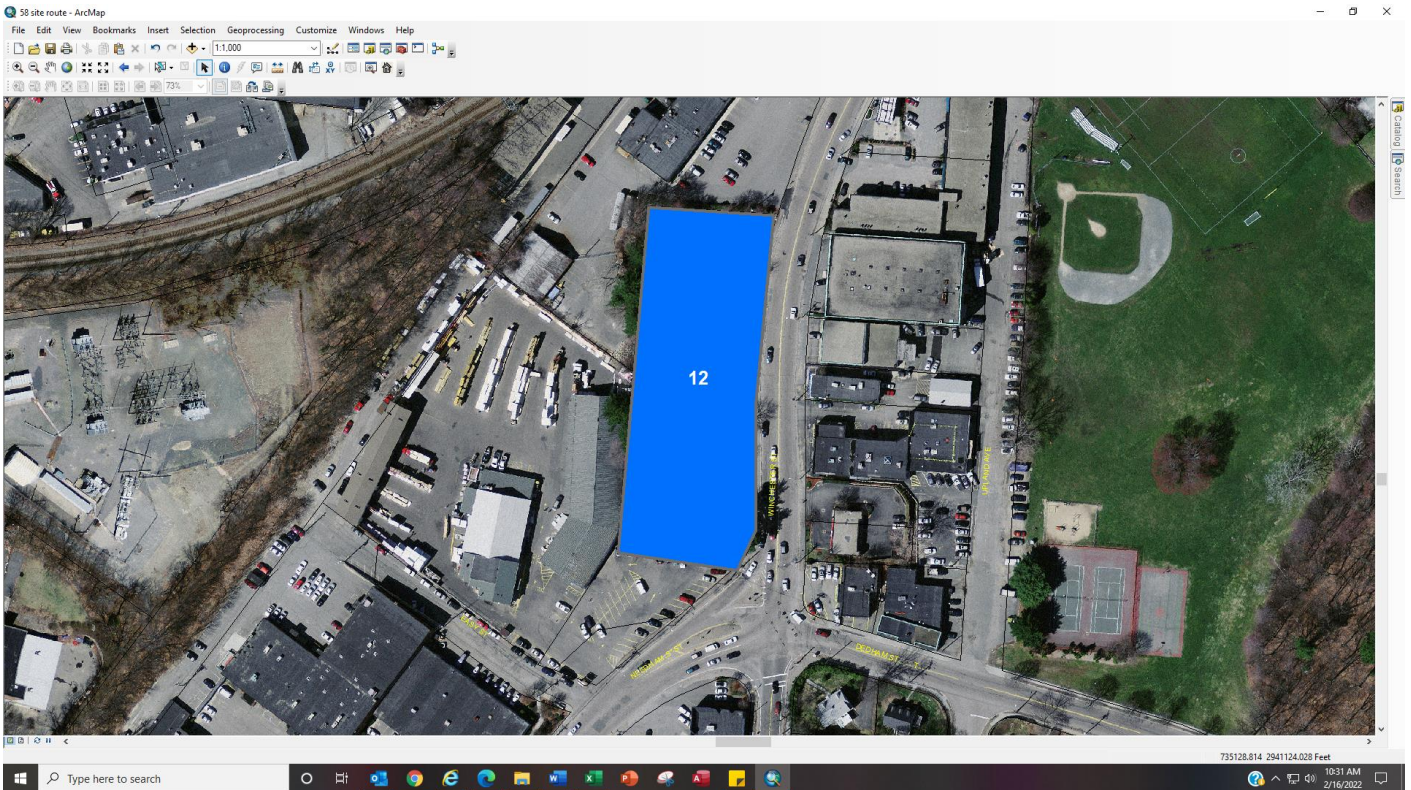
10. Paul Park



11. River Street Cemetery



12. River Street Cemetery



END OF SECTION