

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
***CONTRACT FOR PLANNING / CONSERVATION***

***PROJECT MANUAL***

**CITY OF NEWTON**  
**CONSERVATION LAND MANAGEMENT**  
***INVITATION FOR BID #22-74***

**Pre-Bid Meeting Date: April 21, 2022 at 10:00 a.m.**

**Bid Opening Date: April 28, 2022 at 11:30 a.m.**

**APRIL 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON**

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**CONSERVATION LAND MANAGEMENT**

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**END OF SECTION**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID NO. #22-74**

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

**CITY OF NEWTON CONSERVATION LAND MANAGEMENT**

**Pre-bid Conference will be held at: 10:00 a.m., Thursday, April 21, 2022, Newton City Hall, Room 108**

**Bids will be received until: 11:30 a.m., Thursday, April 28, 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 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.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 pre-bid conference is NOT mandatory.**

Contract Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at the Purchasing Department after: **10:00 a.m. on April 14, 2022.** There will be no charge for contract documents.

Bid surety is not required for this project.

The project manager will be present at the pre-bid conference.

Award will be made to the responsive and responsible bidder submitting the **lowest Total Bid Price.** The maximum annual amount payable under the management contract shall not exceed \$25,000.

The term of the contract shall **extent from July 1, 2022 through June 30, 2023.** The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

**All bids shall be submitted as one ORIGINAL and one COPY.** All bids are subject to the provisions of M.G.L. Chapter 30B.

All City of Newton bids are available on the City's web site [www.newtonma.gov/bids](http://www.newtonma.gov/bids). 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 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](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City may reject any and all proposals in accordance with applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
April 14, 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 Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has familiarized itself with the 22 work sites listed at pp. 32-42 below 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](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, April 22, 2022 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 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. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 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](http://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](mailto: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 #22-74**.

**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](http://www.newtonma.gov/purchasing).

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #22-74," 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 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#22-74**
  - \* NAME OF PROJECT: **City of Newton Conservation Land Management**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in this IFB.
- 4.6 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 and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 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 electronic request. Electronic 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 (60) 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 items set forth in Itemized Bid Sheet (Table 5&6) at p. 31 below. The sum of Routine Land Management By Parcel (Table 5) and Hourly Rate For Repairs (Table 6) shall be the Total Bid Price set forth in Bid Form #22-74 attached hereto. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest Total Bid Price. 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 minor 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 responsive and responsible 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 chosen by the City 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.

**END OF SECTION**

**CITY OF NEWTON  
CONSERVATION LAND MANAGEMENT**

**BID FORM #22-74**

- 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 entitled Landscape Maintenance - City of Newton Conservation Areas, and to fully meet all terms, conditions and requirements specified therein and elsewhere in these bidding documents, for the price(s) specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda numbers(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- C. Bids shall be based on total of flat rates for one year of maintenance activities at each site<sup>1</sup> and hourly rate for specialized activities as reflected in the Itemized Bid Sheet, Tables 5 and 6, at p. 31.

**Total for 1 Year Maintenance (Item Sheet Table 5)** \$ \_\_\_\_\_

**Total for Repairs (150 man hours x \_\_\_\_\_/hr.)\*** \$ \_\_\_\_\_  
**(Item Sheet Table 6)**

**TOTAL BID PRICE** \$ \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

\*The number of hours for repairs are estimated quantities, which 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 hourly rate shall be that set forth in the Itemized Bid Sheet.

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

- Signed Bid Form, 2 pages
- Itemized Bid Sheet, 1 page
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Bidder's Qualifications and References Form, 2 pages
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form

- E. The undersigned hereby certifies that she/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 or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

<sup>1</sup> Detailed site descriptions, site maps, and scopes of work are listed at pp. 24-42 below.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of 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**



**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**

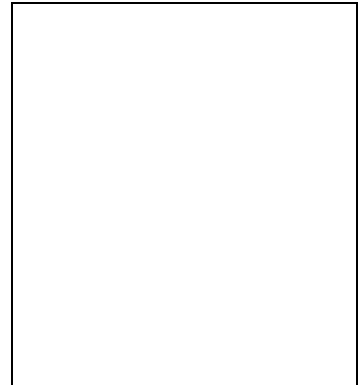
---

**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 #22-74

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) ▶ ..... <input checked="" type="checkbox"/> 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:

- 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
- 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
- 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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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. 22-74

## Conservation Land Management

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:

### CITY OF NEWTON CONSERVATION LAND MANAGEMENT

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

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #22-74 issued by the Purchasing Department;
- c. The Project Manual for City of Newton Conservation Land Management, including the General Conditions, Contract Requirements, Specifications for Routine Maintenance Work, and all Maps and Drawings incorporated therein;
- 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 submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping 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 term of this contract shall extend from July 1, 2022 through June 30, 2023. The City of Newton may at its sole discretion extend this contract, at no change in contract price, for up to two (2) additional one-year terms. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The maximum annual amount payable under this contract shall be \$25,000. The execution of this contract does not constitute a notice to proceed or authorization to perform work. Notice to Proceed shall be in the form a duly authorized City of Newton Shipping Order bearing certification by the Comptroller that an appropriation is available for the work authorized. 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 therefor.
- 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 Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor'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 Vendor's Liability Policies.

- 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**

Name \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

*Director of Planning and Development*

*Affix Corporate Seal Here*

Date \_\_\_\_\_

City funds are available in the following account number:  
13D114A-52409

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*

By \_\_\_\_\_

Date \_\_\_\_\_

*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 SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

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

**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, cahsier'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.**

**CITY OF NEWTON CONSERVATION LAND MANAGEMENT**

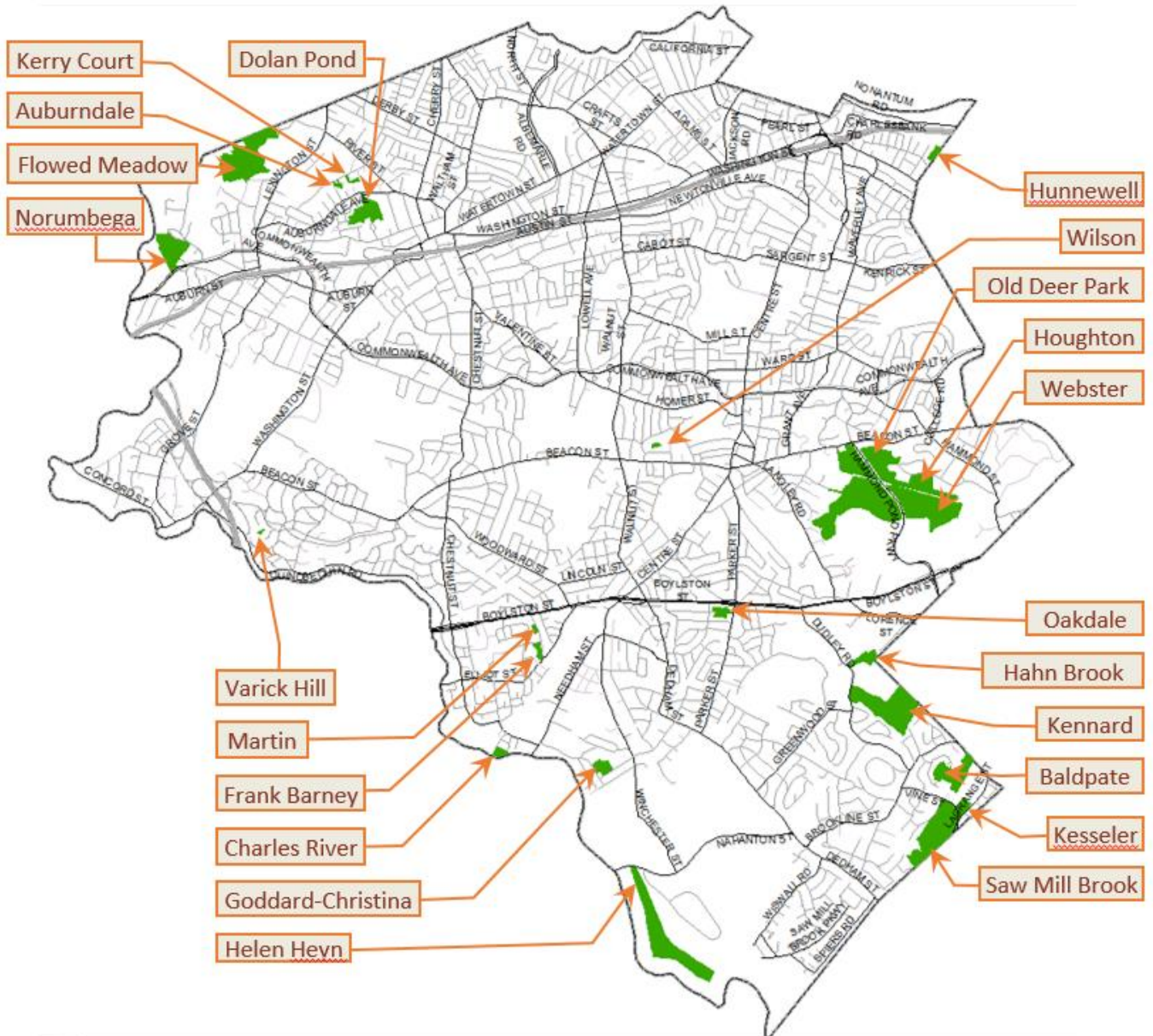
**Scope of Work**

- A. The City of Newton, through its Conservation Commission, intends to award a landscape management contract for the City's 22 Conservation Areas – see Table 1 and Maps 1-23, below.

<b>TABLE 1. CONSERVATION AREA DESCRIPTIONS</b>						
<b>Quad-rant</b>	<b>Conservation Area</b>	<b>Acres</b>	<b>Streets w. Frontage / Trailheads</b>	<b>Street frontage</b>	<b>Trail-heads</b>	<b>Trail length</b>
NE	Houghton Garden	9.8	Suffolk, Lowell	1500'	3	4440'
NE	Hunnewell	1.7	--	--	1	716'
NE	Old Deer Park	16.4	Old Engl, Lowell, HPP	1400'	1	2000'
NE	Webster	106.7	Warren, Elgin, Madoc, HPP	90'	8	19,000'
NE	Wilson	0.5	--	--	--	50'
NW	Auburndale Yard	1.5	Pine, Evergreen	300'	--	--
NW	Dolan Pond	8.9	Auburnd, Webst, Cumb (N&W), Strat.	150'	5	2040'
NW	Flowed Meadow	28	Stanif, Rvrvw, W Pine, Forest Gr.	100'	4	6119'
NW	Kerry Court	0.7	Pine, Kerry	200'	--	--
NW	Norumbega	13.3	Islington, Woodbine, Comm Av	600'	4	5000'
SE	Baldpate Meadow	4.9	Harwich	60'	--	--
SE	Hahn Brook	4.4	Dudley	200'	--	--
SE	Kennard	32.3	Dudley, Pond Brook, Audubon	400'	3	4590'
SE	Kessler Woods	11.3	Vine, Lagrange	900'	--	--
SE	Oakdale Woods	2.5	Parker, Oakdale	60'	2	2110'
SE	Sawmill Brook	32	Vine, Marla	2120'	2	2690'
SW	Frank Barney	1.7	Circuit, Thurston	800'	2	637'
SW	Goddard-Christina	4.4	Goddard-Christina	1300'	--	--
SW	Helen Heyn	30.5	Nahanton	400'	4	1030'
SW	Martin	0.6	Circuit	600'	1	200'
SW	Upper Falls Riverwalk	1.6	Saco, Williams	60'	2	1313'
SW	Varick Hill	0.2	--	--	--	--
<b>Total</b>		<b>313.9</b>		<b>11,240</b>	<b>42</b>	<b>51,935</b>



MAP 1. CONSERVATION AREAS IN NEWTON



B. Work under this contract shall consist of the types of tasks as shown in Table 2.

TABLE 2. TYPES OF LAND MANAGEMENT TASKS	Est. % of Time
<p><b>Routine street frontage and trail head clean-ups</b></p> <ul style="list-style-type: none"> <li>• Pruning overhanging vegetation, clearing fallen branches and disposing of all collected materials properly (on or off-site as warranted)</li> <li>• Mowing and/or weed-whacking, raking, and leaf blowing, if/as necessary</li> <li>• Gathering trash and debris and disposing of all collected materials properly off-site</li> </ul>	30%
<p><b>Routine trail maintenance</b></p> <ul style="list-style-type: none"> <li>• Maintaining 5’ - 6’ wide trail corridors by clearing fallen trees or branches from the trails and pruning vegetation that impinges on and disposing of all cut vegetation properly off-trail</li> <li>• Collecting and disposing of any trash/litter</li> <li>• Conducting minor repairs to trails, stairs, boardwalks, and bridges</li> <li>• Installing or replacing plastic trail “blazes” &amp; trail intersection markers</li> <li>• Gathering trash and debris and disposing of all collected materials properly off-site</li> </ul>	20%
<p><b>Routine mowing</b></p> <ul style="list-style-type: none"> <li>• Mowing and/or weedwhacking areas of grass and invasive plants at select locations (see Table 3., below)</li> <li>• Mechanical removal of invasives (machinee &amp; operator) and disposal of all cut and collected materials properly off-site</li> </ul>	15%
<p><b>Repair and maintenance of infrastructure, as needed</b></p> <ul style="list-style-type: none"> <li>• Addition of stone dust to a few select trails and stairs, as needed</li> <li>• Minor repairs to boardwalks, timber stairs, and bridges, as needed</li> <li>• Re-application of wood chips to a few select trails, as needed</li> <li>• Application of dense grade to select trails, as needed</li> </ul>	25%
<p><b>Tree cutting and chipping, as needed</b></p> <ul style="list-style-type: none"> <li>• Removal of fallen or hazardous trees and large limbs, as needed</li> </ul>	10%
<b>TOTAL</b>	100%

- C. The Contractor shall be responsible for supplying all necessary equipment and carrying out all work required to properly execute the Contract, regardless of any unanticipated conditions which may arise during the performance of contractual work. The contractor shall bill the City for all hours and materials expended. No claim for extra compensation, overtime, or extension of time will be allowed on account of actual conditions inconsistent with those assumed.
- D. The Contractor shall be responsible to repair, at his/her own expense, any damage to the properties which may result from the Contractor’s operations on the site. This includes, but is not limited to, ruts or other tire damage from vehicular access, broken branches, devegetation, etc. The Contract Supervisor shall determine whether the repairs have been made in a satisfactory manner.
- E. Work under this contract shall consist of the specific obligations described in Table 2 for each parcel as indicated in Table 3. Work must be undertaken in an appropriate timeframe, mostly based on plant growth, as suggested in Table 4.

**TABLE 3. LAND MANAGEMENT TASKS REQUIRED**

Conservation Area	Routine Tasks					Repairs As Needed			
	# touches per year	Clean Street Frontage	Maintain Trails	Tractor Mow	Weedwhack /Hand Mow	Stone dust trail	Box stairs	Boardw. & Bridges	Wood chip trails
Dolan Pond	6	✓	All		✓	✓		✓	✓
Houghton Garden	6	✓	All			✓	✓	✓	
Norumbega	6	✓	All	✓	✓		✓		
Old Deer Park	6	✓	All	✓					
Upper Falls	6	✓	All		✓			✓	
Goddard-Christina	4	✓					✓		✓
Sawmill Brook	4	✓	All						
Flowed Meadow	2	✓	*Select						
Frank Barney	2	✓	All				✓	✓	
Hahn Brook	2	✓						✓	
Helen Heyn	2	✓	*Select						
Hunnewell	2		All						
Kennard	2	✓	*Select				✓	✓	
Kerry Court	2	✓							
Kessler Woods	2	✓							
Martin	2	✓	All				✓		
Oakdale Woods	2	✓	All				✓		
Webster	2	✓	*Select				✓		
Auburndale Yard	1	✓							
Baldpate Meadow	1	✓							
Varick Hill	1								
Wilson	1		All						
<b>Total</b>	<b>68</b>								

*\* Trails on these parcels are extensive and the contractor is not obligated to walk all trails each visit, however, select sections of these trails that are known to need routine attention are marked in red on the maps below. If needed, the Conservation Office will ask for maintenance beyond the marked sections.*

**TABLE 4. SUGGESTED ANNUAL CALENDAR OF "TOUCHES" FOR EACH PARCEL**

Quadrant	April	May	June	July	Aug	Sep	Oct
NE	Houghton	Houghton	Houghton	Houghton	Houghton	Houghton	
NE			Hunnewell		Hunnewell		
NE	Old Deer	Old Deer	Old Deer	Old Deer		Old Deer	Old Deer
NE		Webster			Webster		
NE				Wilson			
NW				Auburndale			
NW	Dolan Pond	Dolan Pond	Dolan Pond	Dolan Pond	Dolan Pond	Dolan Pond	
NW			Flowed			Flowed	
NW	Kerry Court						
NW	Norumbega	Norumbega	Norumbega	Norumbega	Norumbega		Norumbega
SE				Baldpate			
SE		Hahn Brook			Hahn Brook		
SE			Kennard		Kennard		
SE			Kessler		Kessler		
SE			Oakdale		Oakdale		
SE	Sawmill Brook		Sawmill Brook		Sawmill Brook		Sawmill Brook
SW			Frank Barney		Frank Barney		
SW	Goddard		Goddard		Goddard		Goddard
SW			Helen Heyn		Helen Heyn		
SW			Martin		Martin		
SW	UF Riverwalk	UF Riverwalk	UF Riverwalk	UF Riverwalk	UF Riverwalk		
SW				Varick Hill			

**KEY:**

	Hand mower required
	Tractor mower required

## Qualifications of Bidders

- A. It is recommended but not required for Bidders to attend the pre-bid meeting.
- B. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of conservation open space land management services and tree work. The bidder shall have successfully completed at least two (2) contracts within the past five years that are similar in scope and performance to the specifications that are called for in this contract. All bidders are required to submit the Bidder's Qualifications and References Form included herein. In addition to fulfilling all of the regular City requirements for contractors, the successful contractor must have a minimum of five (5) years of relevant experience.
- C. The Contractor must be able to undertake all required routine land management efforts independently (after initial orientation).
- D. The Contractor must be able to adhere to the schedule for performance of services (see Table 3 and 4, above).
- E. Due to the number of parcels and their varied nature, it is suggested that bidders visit many or all of the parcels to estimate the costs of the required work. Documented familiarity with the sites will be given preference.
- F. Detailed maps showing each parcel, trails, and some of the tasks required are provided below. Unannotated maps are available on the Newton Conservation Commission website. Proven map reading skills are essential.
- G. The Contractor must be able to identify the most common native and invasive species of plants found in the area. Greater familiarity with natives and invasives will be given preference.
- H. The Contractor must own or otherwise supply the appropriate equipment for all work described herein.
- I. The Contractor must be able to properly dispose of all cut or collected leaves, brush, and trash collected during clean-ups off-site at appropriate disposal facilities (this includes environmentally appropriate disposal of invasive plant material). Identification of appropriate disposal sites will be given preference.

## Communication / Contract Supervision / Payment

- A. The Newton Conservation Commission Environmental Planner shall be the Contract Supervisor.
- B. Priorities shall be determined by the Contract Supervisor in coordination with the Contractor.
- C. It shall be the obligation of the Contractor to request any information necessary to ensure appropriate performance of the Contractor's services.
- D. The Contractor shall be required to communicate regularly with the Contract Supervisor in regard to the performance of all work under this contract.
  - i) The Contractor shall provide to the Contract Supervisor at least 2 days advanced notice (by phone, text or email) of the locations and nature of work to be conducted.
  - ii) The Contractor shall participate with the Contract Supervisor in: one in-person meeting at the beginning of the contract period, one in-person meeting midway through the contract period, and one in-person meeting at the end of the contract period.
  - iii) Invoices shall detail the work undertaken at each parcel and rough man-hours spent at each task (see f), below).
- E. The Contractor will be paid in accordance with the agreed upon contract prices, within thirty (30) days of receipt on invoice or acceptance of work whichever date is later.
- F. The Contractor must submit to the Contract Supervisor monthly invoices:
  - i) by the 15<sup>th</sup> of each month for the prior month's activities,
  - ii) that include the parcel locations, dates of service, description of work conducted under this contract, person-hours, and materials costs.
  - iii) that for the "Repairs, As Needed" work (see Table 3, above), are accompanied by "before" and "after" photos, to verify completion, and
  - iv) that note any unusual or adverse conditions encountered.

## Term of Contract

Work under this contract shall commence on July 1, 2022 and shall be undertaken regularly through June 30, 2023. The City of Newton may at its sole discretion extend this contract, at no change in contract price, for up to two (2) additional one-year terms. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

## Hours of Work

The Contractor shall be allowed to perform work on the designated sites between the hours of 7:00A.M. and 6:00P.M., Monday through Saturday. No work shall be performed outside of the designated hours without the prior approval of the Contract Supervisor.

## Quality of Work

The Contractor shall perform the services in complete accordance with all provisions of this agreement. The Contractor acknowledges and agrees that the sites designated herein are operated by the City in a manner of the highest quality and that the Contractor shall perform its services in accordance with the highest quality and in accordance with the highest professional standards of skill, care, diligence and timeliness, and subject to the direction of the City and the Contract Supervisor. All services to be performed by the Contractor shall be performed by qualified personnel and the Contractor shall remove from the project any personnel whose employment thereon shall be objected to by the City. Shoddy or incomplete work shall be redone at the expense of the Contractor.

## General Bidding Requirements

- A. All bids must be submitted on the Bid Forms provided for that purpose herein. Bidders must bid on all sites covered by these specifications. Partial bids will not be considered.
- B. All bids shall be based on the quantities and frequencies set forth in these specifications. While the quantities and frequencies are based on the City's best estimates of the work required to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any area or portion of the actual work, with corresponding increase or decrease in contract price.

## Itemized Bid Sheet (Table 5 & 6)

F. Work under this contract shall be bid (and billed) as shown in Table 5 and Table 6.

<b>TABLE 5. BID PRICE FOR 1 YEAR OF ROUTINE LAND MANAGEMENT EFFORTS (BY PARCEL)</b>			
<b>Conservation Area</b>	<b># touches / growing season*</b>	<b>Flat Rate Price for 1 Year for each parcel**</b>	<b>Notes</b>
Dolan Pond	6		
Houghton Garden	6		
Norumbega	6		
Old Deer Park	6		
Upper Falls Riverwalk	6		
Sawmill Brook	4		
Goddard-Christina	4		
Flowed Meadow	2		
Frank Barney	2		
Hahn Brook	2		
Helen Heyn	2		
Hunnewell	2		
Kennard	2		
Kerry Court	2		
Kessler Woods	2		
Martin	2		
Oakdale Woods	2		
Webster	2		
Auburndale Yard	1		
Baldpate Meadow	1		
Varick Hill	1		
Wilson	1		
<b>Total</b>	<b>68</b>		

\* NOTE: Growing season is April 1 – November 15

\*\* NOTE: Overtime shall not be paid for routine annual maintenance tasks.

<b>TABLE 6. BID PRICE FOR REPAIRS*** AS NEEDED, BY HOURLY RATE</b>			
<b>Activity</b>	<b>Estimated hours/year<sup>1</sup></b>	<b>Labor rate</b>	<b>Notes</b>
Repairs	150 man-hours/year		

\*\*\* NOTES:

- (1) Repairs include activities such as: Applying stone dust and/or dense grade to trails and stairs, repairing timber stairs, repairing bridges and boardwalks, and applying wood chips to trails
- (2) Materials shall be provided by the Contractor at prevailing market rates

<sup>1</sup> The number of hours for repairs are estimated quantities, which 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 hourly rate shall be that set forth above.

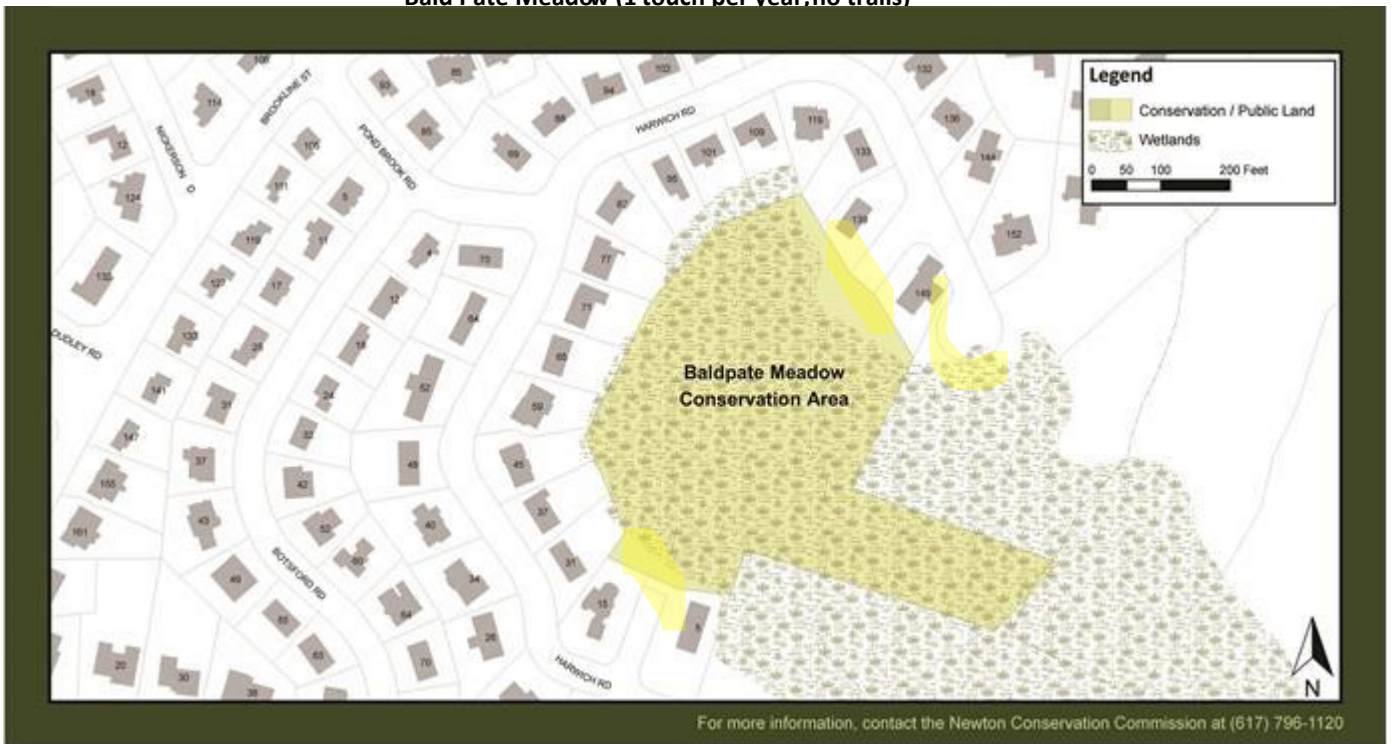
**Maps 2-23. The 22 Conservation Areas in Newton (organized alphabetically)**


**Auburndale Yard (1 touch per year, no trails)**





**Bald Pate Meadow (1 touch per year, no trails)**

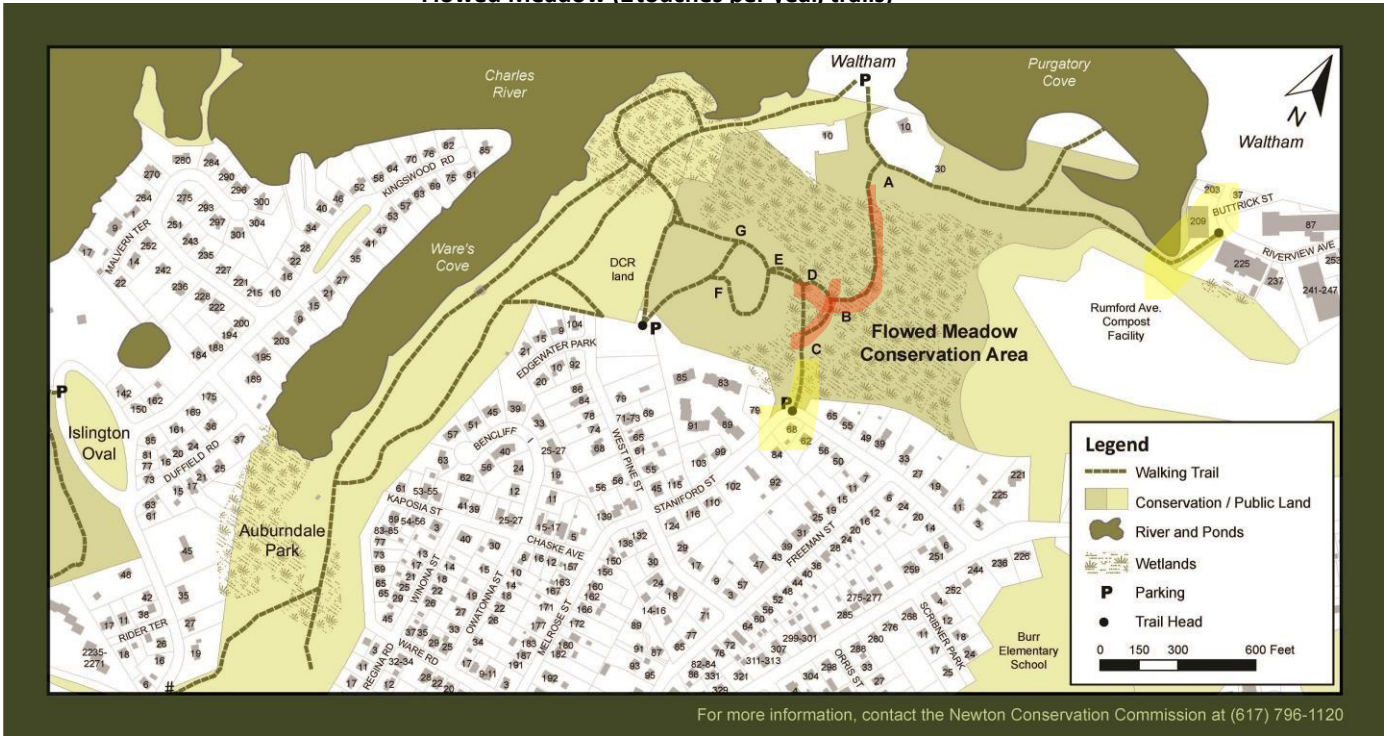


 Street frontage clean-up required

**Dolan Pond (6 touches per year, trails)**

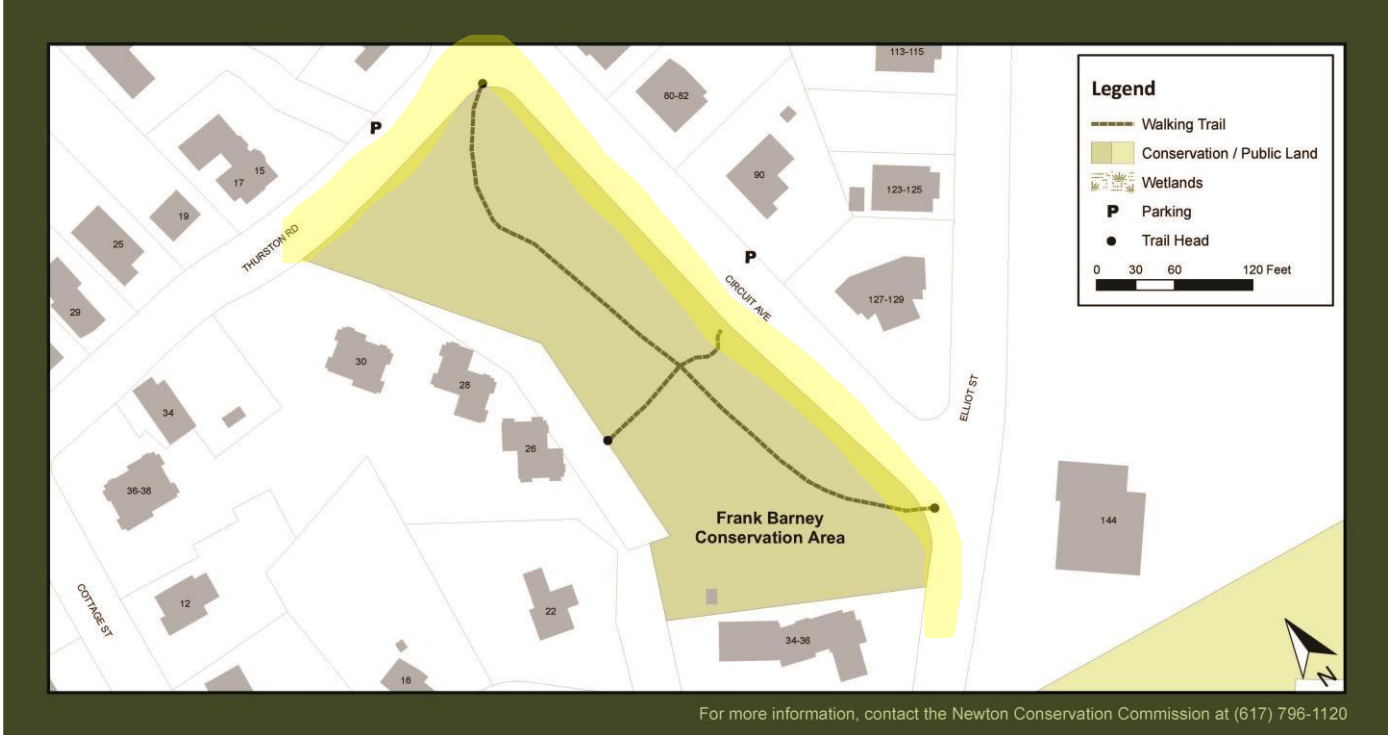


**Flowed Meadow (2 touches per year, trails)**



	Street frontage clean-up required
	Hand mower required
	Regular hand pruning along trail needed

**Frank-Barney (2 touches per year, trails)**

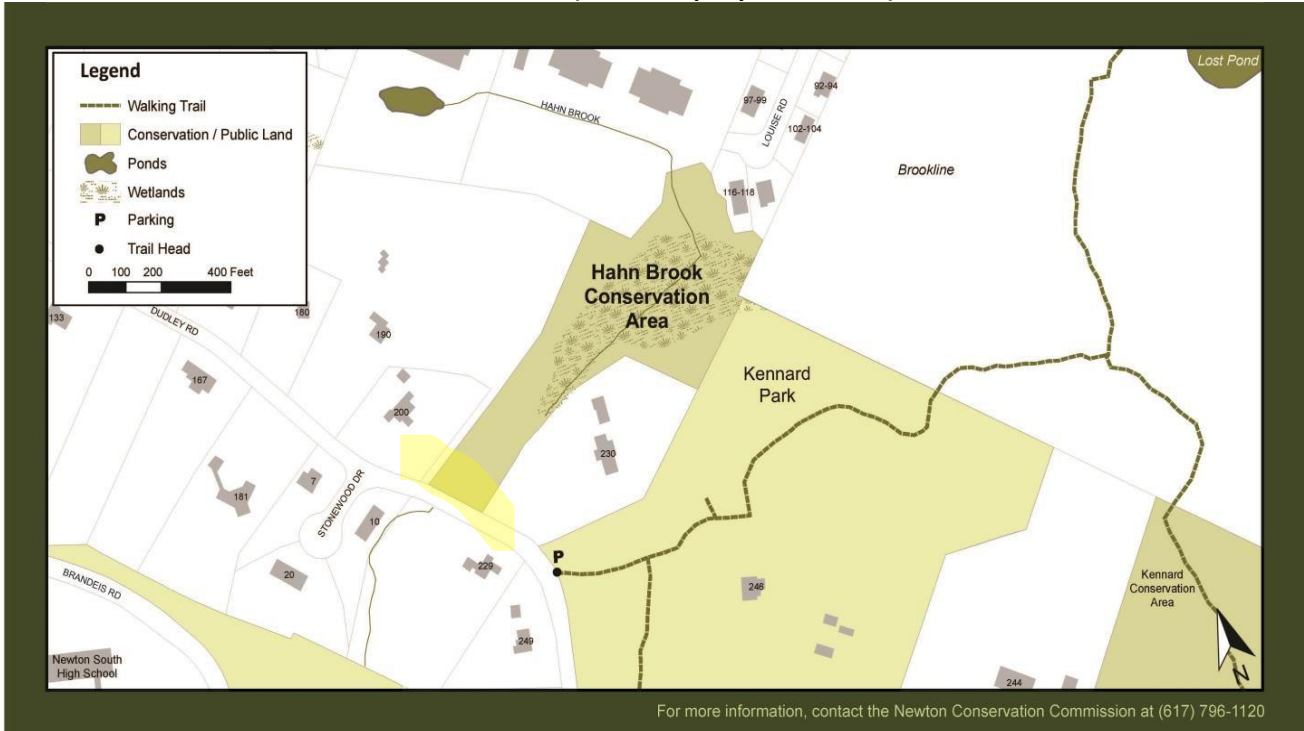


**Goddard-Christina (6 touches per year, no trails)**

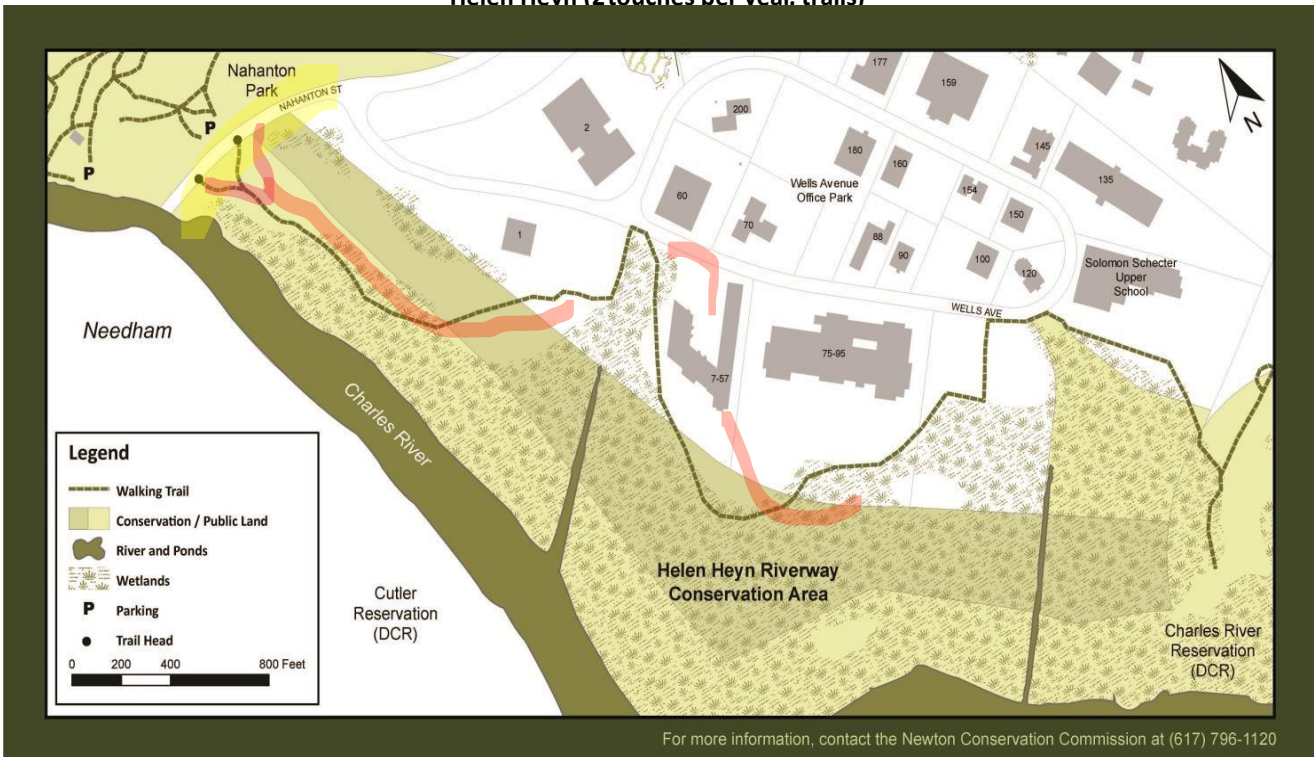


**Street frontage clean-up required**

### Hahn Brook (2 touches per year, no trails)

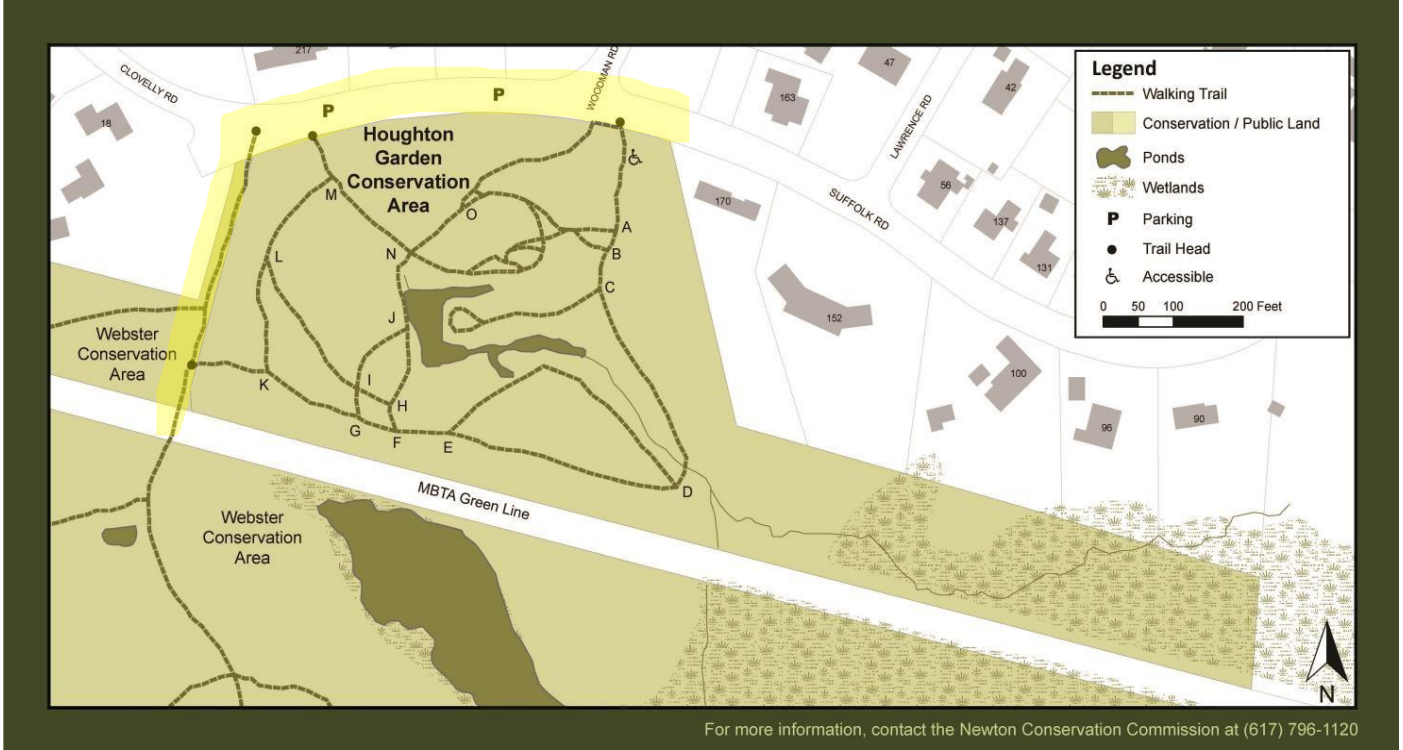


### Helen Heyn (2 touches per year trails)



	Street frontage clean-up required
	Regular hand pruning along trail needed

### Houghton Garden (6 touches per year, trails)

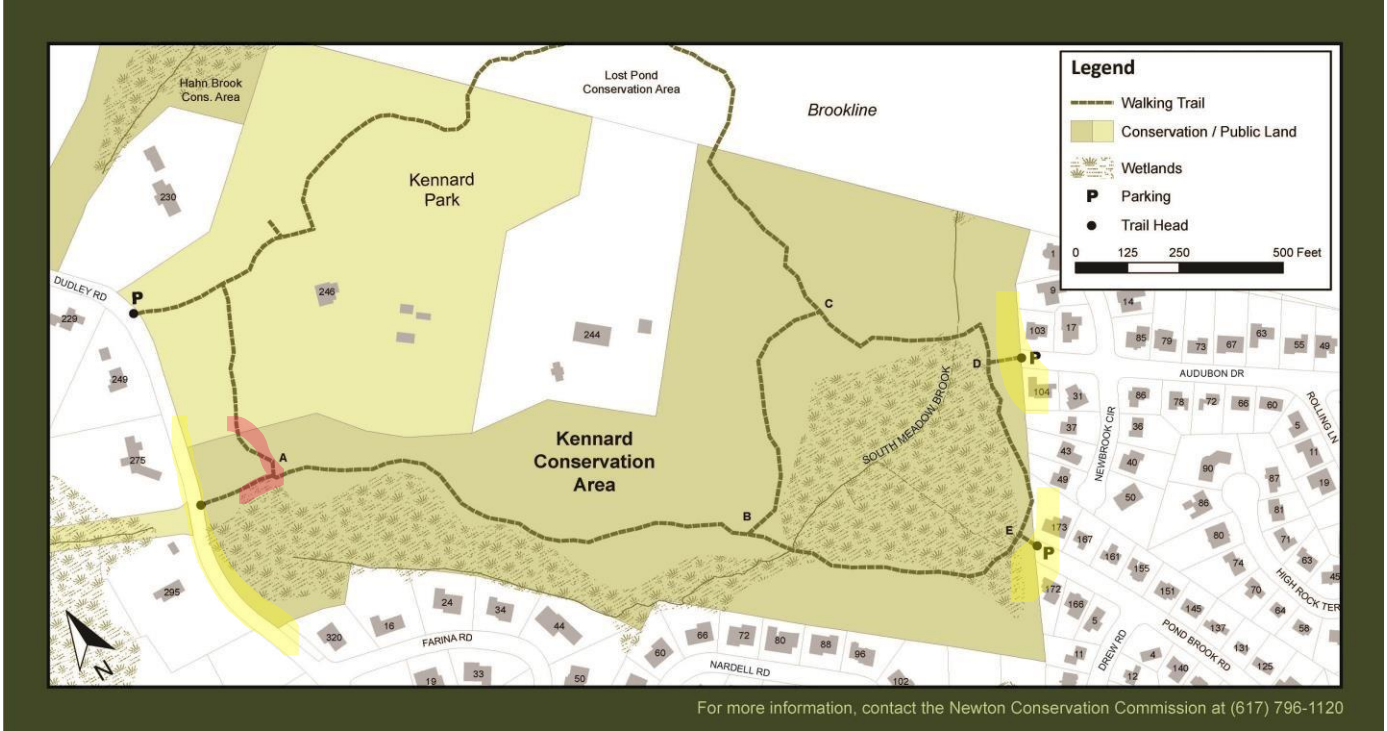


### Hunnewell (2 touches per year, trails)

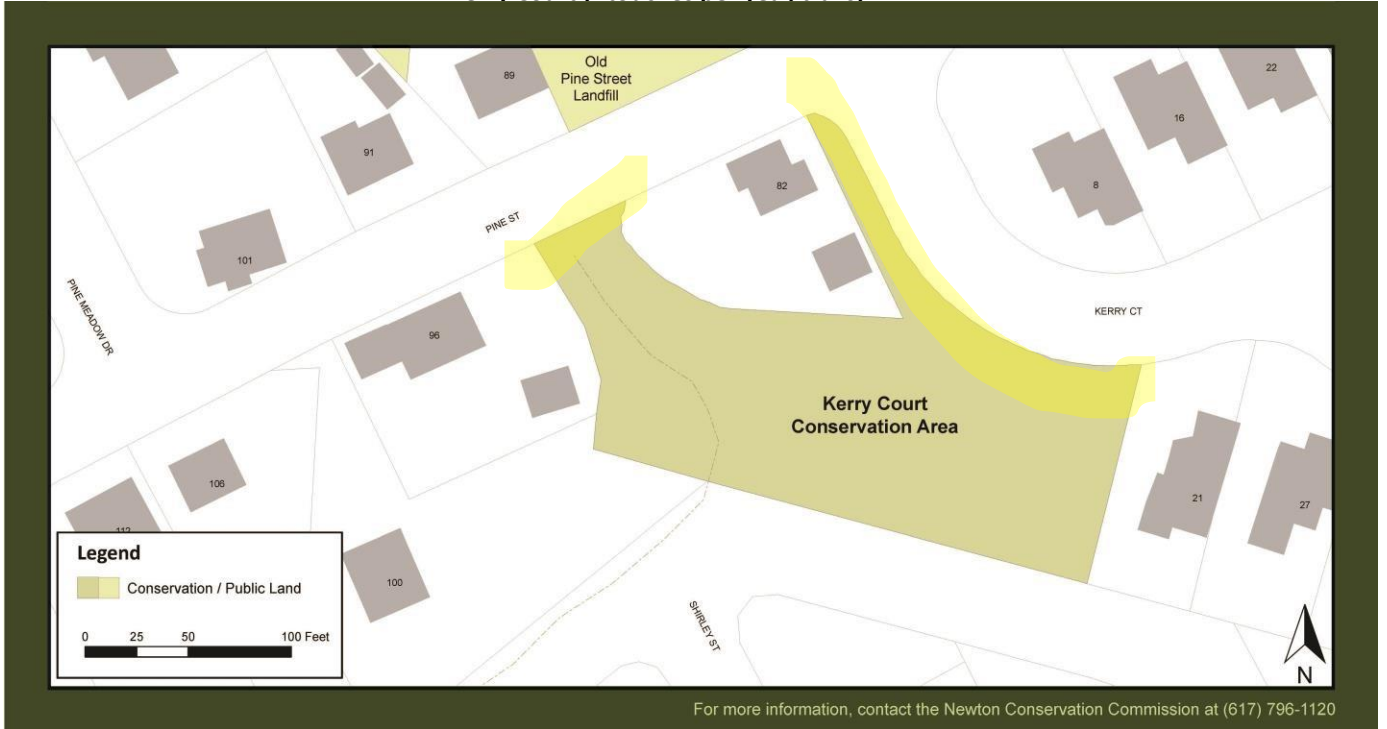


Street frontage clean-up required

### Kennard (2 touches per year, trails)

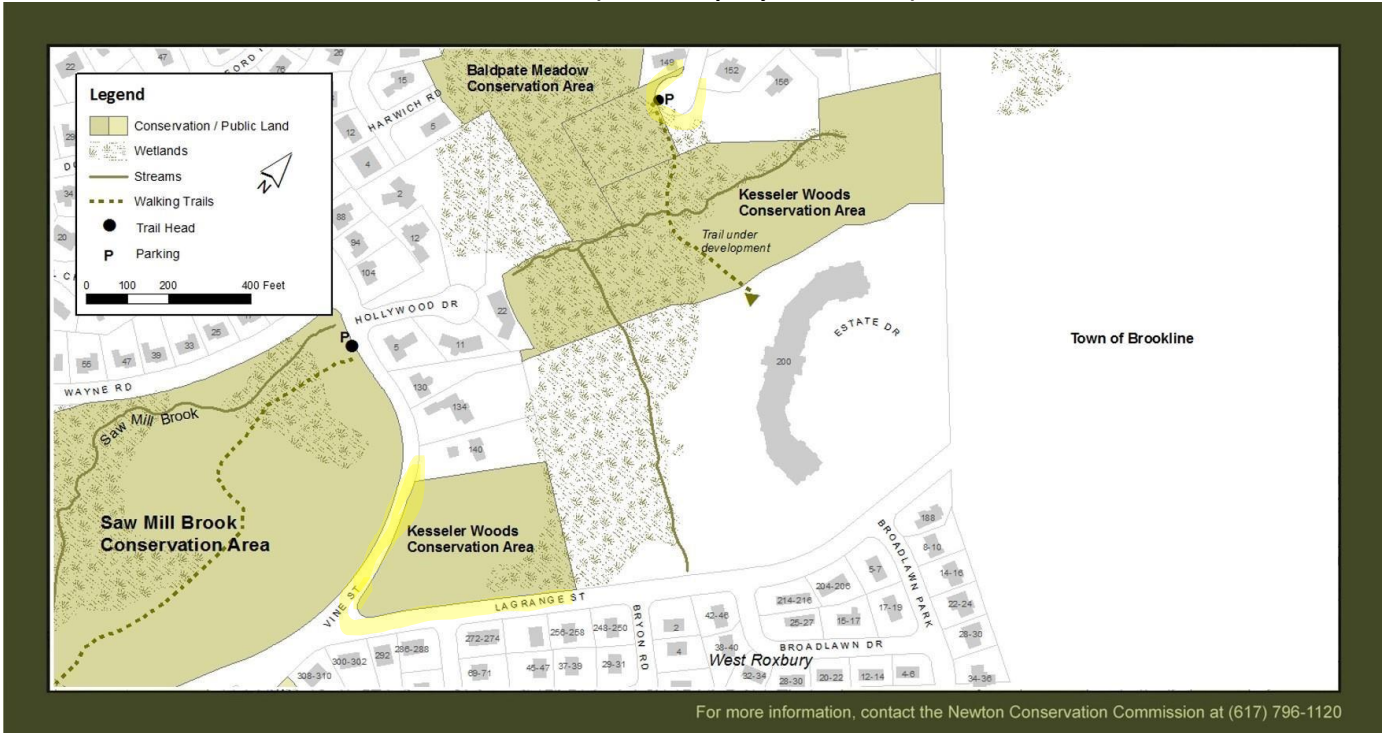


### Kerry Court (2 touches per year, trails)

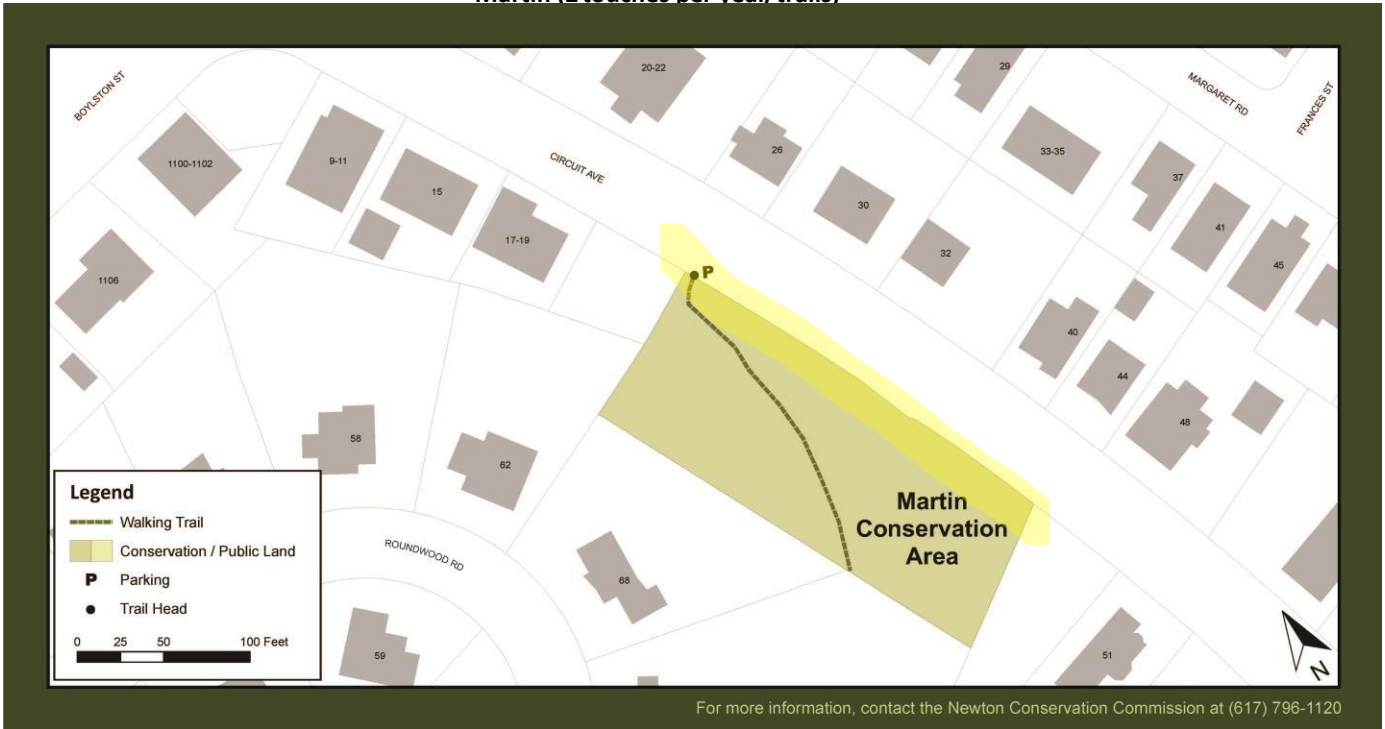



	Street frontage clean-up required
	Regular hand pruning along trail

**Kessler Woods (2 touches per year, no trails)**



**Martin (2 touches per year, trails)**

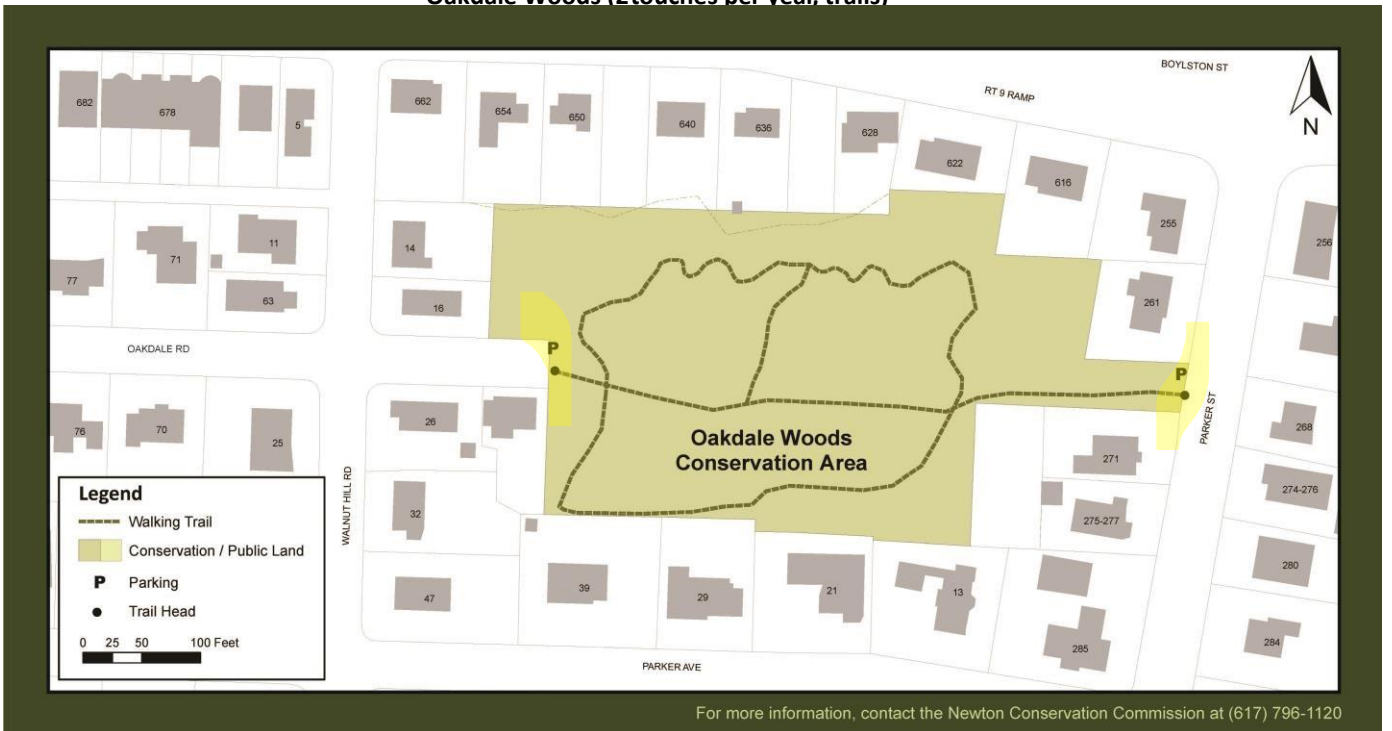


 Street frontage clean-up required

Norumbega (6 touches per year, trails)



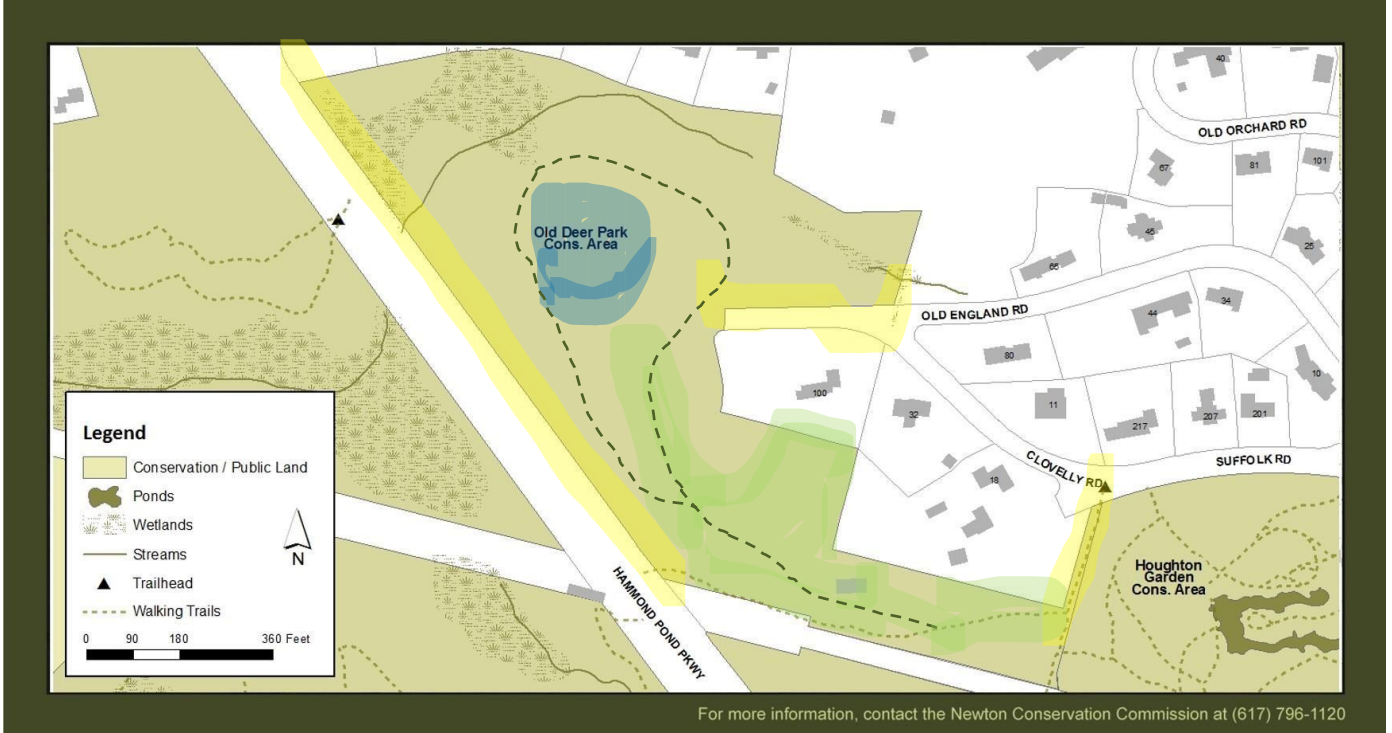
Oakdale Woods (2 touches per year, trails)



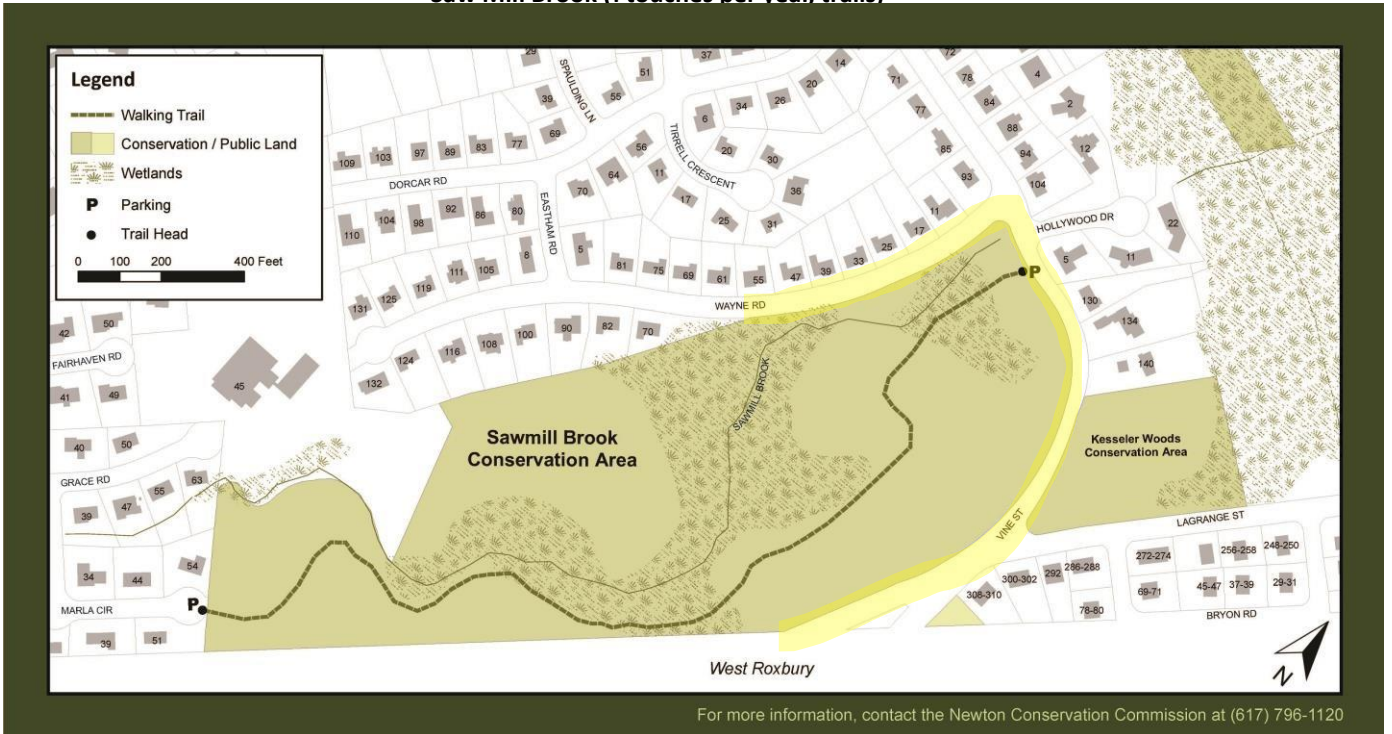
	Street frontage clean-up required
	Tractor mower required



**Old Deer Park (6 touches per year, trails)**

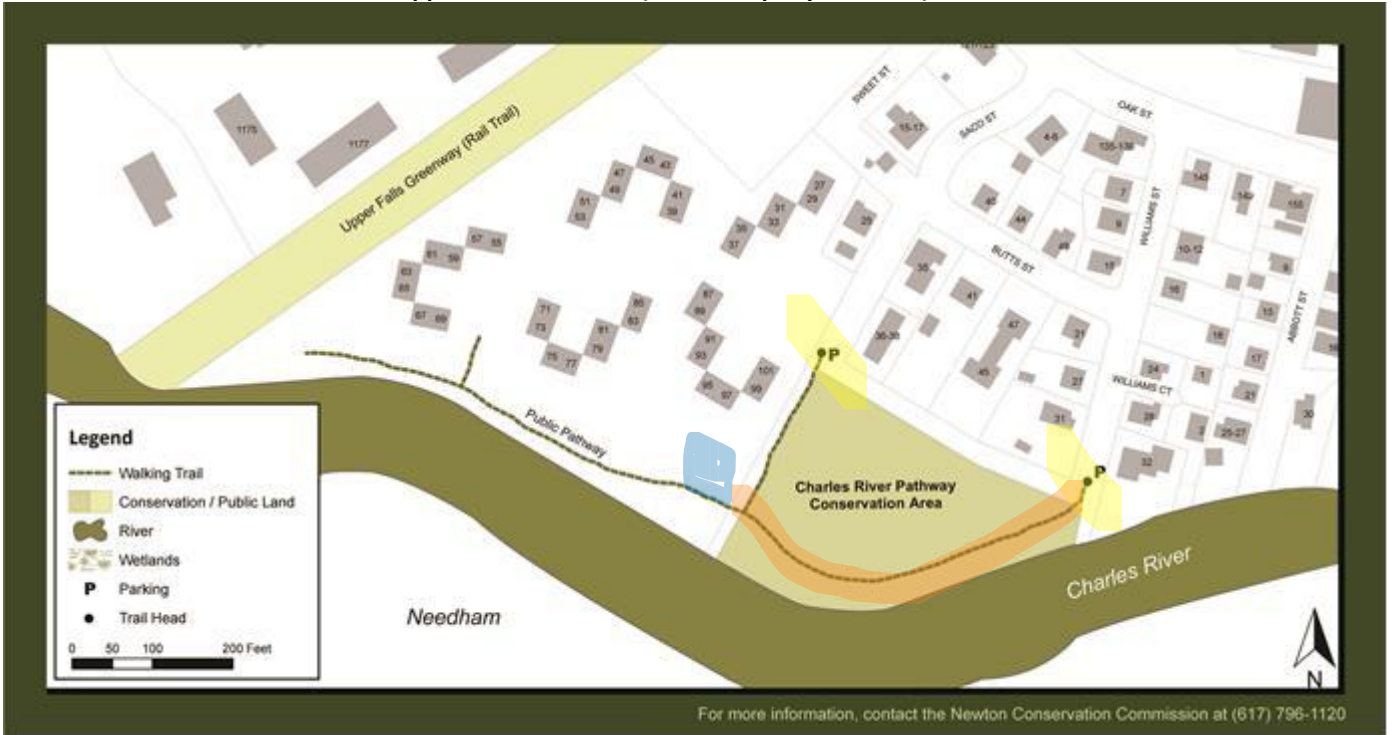


**Saw Mill Brook (4 touches per year, trails)**



	Street frontage clean-up required
	Tractor mower required
	Weed-whacking required

### Upper Falls Riverwalk (6 touches per year, trails)

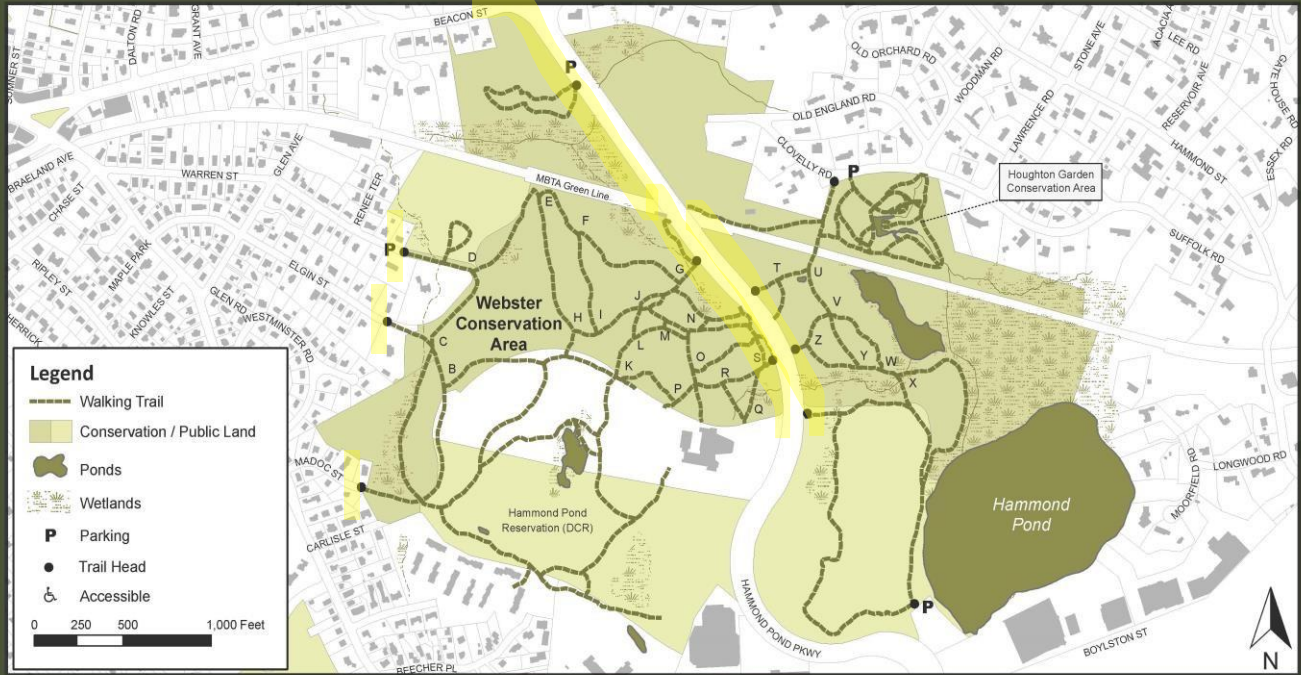


### Varick Hill (1 touch per year, no trails)



	Street frontage clean-up required
	Lawn mower required
	Weed-whacking required

**Webster (2 touches per year, trails)**



For more information, contact the Newton Conservation Commission at (617) 796-1120

**Wilson (1 touch per year, trail)**



For more information, contact the Newton Conservation Commission at (617) 796-1120

**Street frontage clean-up required**