



CITY OF HAVERHILL, MASSACHUSETTS

Invitation for Bid

**Landscape Maintenance Services:
Parks, Memorials, Green Spaces and Athletic Fields Maintenance**

IFB030.09

Bid Due Date: Thursday, June 11, 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309
Facsimile: (978) 521-4348

Purchasing@cityofhaverhill.com

**City Of Haverhill
City Hall
4 Summer Street
Haverhill, Massachusetts 01830-5876**

May 6, 2009

IFB030.09, Landscape Maintenance Services

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested by the City of Haverhill for Landscape Maintenance Services. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened and read by the Purchasing Director.
- B. There will be a mandatory pre-bid meeting and site inspections to familiarize prospective bidders with the existing conditions and with the specific requirements of the bid documents. The meeting will be held at Haverhill City Hall, Room 301, 4 Summer Street, Haverhill, MA at 1:00 p.m. on May 21, 2009. *Bidders not attending the pre-bid meeting shall be disqualified from the bid selection process.*
- C. Bids must be submitted by 2:00 p.m., Thursday, June 11, 2009, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB030.09, Landscape Maintenance Services." Bids will be available for public inspection three (3) business days after the bid opening.
- D. The contract will be awarded by the City within sixty (60) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the successful bidder.
- E. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up/downloaded the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- F. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM on Tuesday, May 26, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up/downloaded the IFB.
- G. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- H. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- I. Bid Bond: This proposal shall be accompanied by a bid deposit in the form of a bid bond, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Haverhill. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.

- J. Performance Bond: The successful General Contractor must furnish a Performance Bond for one hundred (100) percent of the full sum of the annual value of the total bid by a surety company licensed to do business in the commonwealth.
- K. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- L. All bid prices submitted in response to this IFB must remain firm for ninety (90) days following the bid opening.
- M. Each bidder will submit three (3) copies including all required forms. All Bids submitted must include a signed certificate of non-collusion and tax compliance, reference listing, and a completed bid pricing sheet.
- N. Funds Availability. All contract awards are subject to and contingent upon fund availability.
- O. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability which may result from a workers compensation claim or resulting third party action against the City.
- P. Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

II. Purchase Description/Scope of Services:

- A. The City of Haverhill wishes to award a contract for landscape maintenance for Parks, Memorials And Green Spaces And Athletic Fields Maintenance In Various Locations.
- B. The contract term shall be from July 1, 2009 through June 30, 2010.
- C. The purpose of this bid is to determine if landscape maintenance services for multiple parks and green spaces as well as athletic fields' maintenance (e.g. baseball, soccer, etc.) can be provided in a cost effective manner and, if so, select a contractor(s) to provide such service(s) for the City of Haverhill, Massachusetts.
- D. The scope of work generally consists of furnishing all labor, tools, equipment, transportation and supervision necessary to accomplish all Landscape Maintenance Services at parks, memorials and open/green space in various locations throughout the City of Haverhill as directed by the Department of Public Works.
- E. All bid prices must remain firm throughout the contract term.
- F. The City reserves the right to use its own personnel and/or equipment to perform landscape maintenance for **Parks, Memorials And Green Spaces And Athletic Fields Maintenance In Various Locations** when deemed necessary or expedient.

III. Quality Requirements:

- A. Bidder must provide all of the items described in the Invitation to Bid and the Landscape Maintenance Services Specification.
- B. Each bidder shall submit company profile attesting to their past successful relevant experience, company information and staff qualifications. This shall at minimum include: Company Overview, Company Structure and Management. Field Crew Organization and staff appointed to the field maintenance, including contact information for field supervisor, Overview on approach to management, communication with the City and understanding of agronomic principals and athletic fields maintenance requirements and Information on key individual's education and relevant maintenance experience. Completed Company Profile. See Appendix F
- C. Bidder must have been in the business of providing Landscape Maintenance Services for a minimum of five (5) years similar in size and scope in maintaining athletic fields and public green spaces at a supervisory level.

IV. References:

- A. Commercial: Listing of five (5) contracts which the Bidder is performing or has performed during the last five (5) years similar in size and scope in maintaining athletic fields and public green spaces at a supervisory level. Complete Appendix C.

- B. Financial References demonstrate a stable and secure financial position. Bidders must include a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date. Dunn and Bradstreet number or other financial rating classification
- C. The Bidder shall disclose any current or pending litigation regarding Landscape Maintenance Services services.

V. Rule for Award:

The contract will be awarded to the responsive and responsible bidder offering the lowest total cost for Landscape Maintenance Services. Determination of responsiveness and responsible shall be based solely on the following criteria: (1) Includes the required submittals, if applicable, and complete all required forms as described herein and (2) Financial references.

VII. Bid Pricing Sheet: See Appendix A.

VII. Non Collusion Form and Tax Compliance Form: See Appendix B.

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Verbal orders are not binding on the City or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- D. Invoicing: Contractor shall maintain time and expense records and provide them to the city monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- E. Retention of City Employees: Each bidder will provide information as to whether and for how long they will retain current City employees and under what conditions.
- F. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal.
- G. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.
- H. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- I. Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this IFB are attached in Appendix D.
- J. Each bidder shall fully acquaint himself with the conditions as they exist and shall also thoroughly examine the Procurement Documents. Failure of any bidder to acquaint himself with the Procurement Documents shall in no way relieve bidder from any obligation with respect to his bid.
- K. The City reserves the right to request a vendor to maintain vendor records for five (5) years and to provide assistance with any future audit requirements.
- L. The Contractor shall be responsible for obtaining all permits, licenses, assigns, special insurance and public safety personnel details necessary for the proper execution of the required work. The City of Haverhill waives the payment of fees for permits issued by the City of Haverhill only.
- M. 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.
- N. The undersigned further agrees to pay the City as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the Contractor fails to commence and /or diligently prosecute the work in accordance with the Contract Documents and/or is in violation of the terms of the contract.

- O. In accordance with Massachusetts General Law, Ch149, 27B, a true and accurate record must be kept of all persons employed on a public works project for which the Prevailing Wage Rates have been provided. Every Contractor and Sub-Contractor must submit a copy of their weekly payroll records to the Awarding Authority. This is required to be done on a weekly basis. Failure to submit payrolls may result in delayed payment of monies outstanding, until contractor or subcontractor is in compliance with this law. Once collected, the Awarding Authority is also required to preserve those records for a period of three years. Internal departments of the city are exempt from this section.
- P. The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of services furnished hereunder resulting from imperfect or defective work done or materials furnished by the seller. Internal departments of the city are exempt from this section.
- Q. All work shall be performed in accordance with OSHA standards and it shall be the contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work sites. All equipment utilized under this contract shall be tested in accordance with OSHA standards. The Contractor shall notify the City in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply
- R. Insurance: The Contractor shall purchase and maintain during the term of this agreement such insurance coverage as is specified. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project.
- a. Worker's Compensation And Employer's Liability Insurance: Coverage as required by the Worker's Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.
 - b. Commercial General Liability Insurance: The Contractor shall provide the following minimum liability limits:

<u>Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit: (Other than Products-Completed Operations)	\$2,000,000.00
Products-Completed Operations aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00
Medical Expense Limit (any one person)	\$5,000.00
 - c. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:
 - i. Work performed by the Contractor himself with his own employees; Premises-operations and products and completed operation.
 - ii. Work performed by his Subcontractors; Contractors' Protective Liability ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the City.
 - iii. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.
 - iv. Insurance certificates must name the City of Haverhill as an additional insured.
 - d. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00.
 - e. Excess Umbrella Liability Insurance: The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.
 - f. General Requirements for All Lines of Insurance to be Furnished
 - i. All policies shall be written so the City shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by Facsimile not later than sixty (60) days prior to the effective date of such cancellation or amendments.
 - ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
 - iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such

coverage by subcontractors shall be in favor of the Contractor, and the City shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions.

General Requirements for All Lines of Insurance to be furnished

If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

IX. Specifications & Standards

This bid document contains two sets of maintenance specifications which relate to differing levels of landscape maintenance activities: One set of specifications are for the public school properties, parks, memorials and green space areas. The second set is for athletic fields' maintenance.

The Athletic fields will receive a higher level of maintenance attention due to their frequent and intensive use by sports teams and their associated spectators.

The Department of Public Works, Parks Foreman or his designee is responsible for oversight of this Landscape Maintenance contract.

The location of all Parks, Schools, Memorials and Green Spaces are identified in Appendix E, Groups.

Specifications And Standards For Parks, Schools, Memorials And Green Spaces

Spring Cleanup (Group A, B, C, D, E areas)

All parks, memorials, school properties and green spaces listed above shall receive a spring cleaning. This work, which shall be accomplished by May 15th of each contract year, shall include the following as a minimum: Spring cleanup shall provide for the removal of leaves, stones, branches, damage from winter plowing and any other material not consistent with good lawn care. Broken and fallen trees and branches shall be collected and removed. Deposits of sand, salt, and disturbed clumps of sod should be cleared from the grounds. If possible, large clumps of sod should be turned back over into their proper place. The Contractor will be responsible for removing all debris from the properties and disposing of all debris properly. All trash and litter shall be picked up at all properties and disposed by the contractor at his expense.

Landscape Bed Maintenance: (Group A, B, C, D areas)

Maintain using accepted horticultural and cultural practices as follows.

1. All Plant beds are to be free of weeds at all times. No pesticides are allowed on any city properties
2. All beds are to be mulched by March 1st with dark, finely shredded hardwood mulch; free of debris.
3. All beds are to be maintained with a 2"-4" layer of mulch at all times.
4. All beds shall be maintained with a consistency of mulch in depth and type.
5. All beds shall be monitored weekly for insect and disease infestations. Any sightings shall be addressed promptly.
6. Mulch is the responsibility of the maintenance contractor.
7. Maintain soils at 6.0-7.0 pH by periodic soil testing.
8. Amend soil with lime or other organic materials to insure an appropriate pH level.

Turf areas: (Group A, B, C, D areas)

Maintain using accepted horticultural and cultural practices as follows.

1. Cutting will be on a weekly basis commencing with the first cut of the season during the third week of April of any given contract year and ending with the final cut of the season during the week of October 8th (or the second week) of the contract year. A rule of thumb is mow no more than one-third of the blade of grass at any given time. Mowing the grass more than one-third at a time can result in discoloration or "scalping" of the turf, or cutting the turf too low.
2. The contractor shall be flexible, within reason as to alter schedules per the request of the Parks Foreman. Although the intent is to cut on a weekly basis, the actual number of cuts may vary depending on weather, rate of growth and the needs of the City of Haverhill. The Contractor's supervisory staff person shall be available to meet with a city representative weekly to inspect/coordinate mowing.
3. Fertilize turf areas with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year around. Determine fertilizer application rates and materials from soil test results. Submit a fertilizer schedule to the City listing proposed materials, application rates and application times prior to performing work. Provide three (3) applications per year minimally as part of the base contract.
4. Monitor turf for insect and disease infestations. No pesticides are allowed on any city properties
5. Keep turf free from all weeds. No pesticides are allowed on any city properties
6. Remove all heavy clippings after mowing to avoid clumping on turf.
7. Edge bi-weekly (not with chemicals)
8. Remove all debris (including trash) weekly, or more frequently as directed by the Parks Foreman.

9. Core aerate all turf areas once per year as specified by the Parks Foreman.

General Tree Maintenance: (Group A, B, C, D areas)

Maintain using accepted horticultural and cultural practices as follows.

1. Maintain a clear zone of 6'-7' from ground level on large deciduous trees.
2. No trees shall be "cropped" off at the tops.
3. Remove all dead limbs as they occur
4. Monitor trees for insect and disease infestation; promptly contact the City of Haverhill with any sightings. No pesticides are allowed on any city properties
5. Mulch annually around trees at a depth of 3"-4". Taper mulch to a depth of 1 inch near the trunk.
6. Trees that die or are damaged due to natural causes shall be properly removed, and disposed of by the contractor at the expense of the City of Haverhill, based on an inspection by both parties. The contractor at the expense of the City may then plant a replacement tree(s).
7. Trees that die or are damaged due to neglect shall be properly removed, disposed of, and a new tree(s) planted at the expense of the Contractor, based on an inspection by the City of Haverhill and the Contractor.

General Shrub Maintenance: (Group A, B, C, D areas)

Pruning must follow proper horticultural procedures as follows:

1. Do not prune plants individually unless a plant is intended to be a specimen. The design intent for mass planting is to encourage plants to grow together into a unified fashion. Consult with the City if there are any questions on pruning that could affect the overall design intent, or well being of an individual plant.
2. Shearing or hedging shall only be done on shrub plantings as approved by the City.
3. Remove dead wood as it occurs
4. Monitor shrub beds weekly for insect infestation; No pesticides are allowed on any city properties
5. Shrubs that die or are damaged due to neglect shall be removed and replaced at the expense of the Contractor after inspection by the City of Haverhill and the Contractor.
6. Shrubs that die from natural causes shall be removed by the Contractor.

Groundcover: (Group A, B, C, D areas)

1. All groundcover shall be allowed to mass together to create a matting affect, or contiguous border.
2. Groundcover such as liriopse and perennial grasses shall be cut back in late Fall to promote new growth.
3. Groundcover with a matting growth habit shall be selectively trimmed on the outer edge only, to maintain an even bedline (when planted at the edge of a bed)
4. Mechanically remove weeds as they appear. Do not edge beds with chemicals.
5. Monitor groundcover beds weekly for insect infestation and proper watering.
6. Invasive groundcovers should not be allowed to encroach into other plantings.

General Maintenance: (Group A, B, C, D areas)

1. Blow off all curbs and sidewalk areas weekly.
2. Tot Lots inspections shall occur regularly during the contract life. Inspections shall look at the Tot lots play ground surface covering and all play equipment such as swings, slides, playground equipment, etc.. All defects shall be repaired immediately by the contractor and notice of deficiencies shall be made to the City.
3. Curb, sidewalks, and bedlines shall be edged weekly during the Spring, Summer, and Fall.
4. Do not edge plant beds, curbs, sidewalks, sign bases, poles, or any other structure within the landscape with chemical sprays. Use an appropriate edging device only. All fence lines, bollards, tree wells, etc. shall be string trimmed during each grass cutting or at a frequency to keep the grounds looking near.
5. All trash shall be removed from the landscape and surrounding areas on a weekly basis. Empty and reposition trash receptacles weekly or **as needed to prevent trash from spilling out on to the ground. Many areas will require multiple trash receptacles emptying per week.** Contractor to collect and dispose of trash at their own expense.
6. Remove and dispose of all debris such as broken limbs, twigs, leaves, etc. on a weekly basis or as necessary.
7. In cases of ice or snow within pedestrian areas, the contractor shall clear paths to assure safe, unobstructed passage.
8. All Vehicles and equipment used for maintenance are to enter through provided access points and shall not track across plant beds or turf areas.

9. Maintenance vehicles and equipment shall not impede the flow of traffic within adjacent lanes on any street or roadway; nor should they impede the pedestrian flow on any sidewalk or pedestrian area.

Fall Cleanup (Group A, B, C, D, E areas)

All parks, memorials, school properties and green spaces listed above shall receive a Fall cleaning. The Fall cleanup work shall begin October 1 and shall be completed by December 1 of each contract year.

The Fall Cleanup shall include the following as a minimum: Fall cleanup shall provide for the removal of leaves, stones, branches, damage from summer usage and any other material not consistent with good lawn care. Broken and fallen trees and branches shall be collected and removed. The Contractor will be responsible for removing all debris from the properties and disposing of all debris properly. All trash and litter shall be picked up at all properties and disposed of by the contractor at his own expense.

Leaf removal shall be done every two weeks (14 days) in all areas during the months of October and November. Leaf removal shall be substantially completed by November 15th.

Landscape Maintenance Specifications and Standards for Athletic Fields Maintenance

The Group E sites contain the City of Haverhill's Athletic Fields. In general, the Contractor will be responsible for preseason setup and game assistance, annual turfgrass maintenance, infield care, routine general maintenance, pregame setup, post game care, and end of season care.

Requirements and Qualifications of the Athletic Fields Contractor

- **Supervision:** The awarded contractor shall provide an on-site supervisor to oversee the performance of all obligations under the resulting contract. The supervisor shall possess and demonstrate a thorough knowledge and understanding of landscape maintenance practices and principles, athletic fields' maintenance, plus the tools and equipment employed in the execution of this contract as well as the rules, regulations and standards of the City. The supervisor shall meet with the City's Representative weekly to complete a walk-thru or discussion of maintenance activities accomplished of the various contract properties and to sign a job completion checklist provided by the City. The signed checklist shall constitute a record of the awarded contractor's compliance or noncompliance with the terms of the resulting contract. The City reserves the right to revise the checklist and make necessary changes as required.
- **Staging and Equipment Use:** The Contractor will utilize the designated staging area for all temporary equipment use, fueling or minor repair or maintenance. Damage caused by the Contractor either at the staging area or within the maintenance areas which are the responsibility of the Contractor shall be repaired at the Contractor expense. If at any time a spill of fuel, oil or other material occurs the Contractor shall immediately clean the surface with an appropriate absorbing material, sweep, remove from site and disposed of within applicable laws and regulations. Under no circumstance shall maintenance, including refueling, be completed on turfgrass.
- **Familiarity with Agronomic Principals and Practices:** The Contractor is expected to hold all necessary licenses and registrations for the application of pesticide, herbicide, fungicide, fertilizer and similar chemicals/substances. Furthermore, the Contractor is required to be familiar with agronomic principals including, but not limited to, general maintenance, equipment use and care, soil chemistry, turfgrass species, identification of weeds, diseases and insects and their control or elimination. Contractor shall submit copies of all appropriate licenses to the City prior to beginning work on this contract.

Athletic Fields Maintenance Specifications and Standards - Group E areas

Overview

In general, the Contractor will be responsible for preseason setup and game assistance, annual turfgrass maintenance, infield care, routine general maintenance, pregame setup, post game care, and end of season care for all "Group E" areas.

It must be noted by the Contractor that the maintenance of turfgrass and play surfaces for athletic fields is an organic process with unexpected changing conditions of the play surface occurring. These changes may be a result of a combination of play, weather conditions, and erosion. In addition to routine expected maintenance services and through routine scouting and consultation with the City, the Contractor is expected to identify and address those elements of the play and spectator areas that require maintenance or repair.

Play Field Care and Maintenance

Scope of Services to be Provided

- In general there are seven divisions of maintenance to be provided by the Contractor. They include preseason start up, routine field care, practice care and setup, pre-game care and setup, post game care, summer care, and the fall season. The Contractor shall contact the City By July 1 to ascertain practice and game schedules for the year.
- Services includes such tasks which requires the fields to be maintained to the highest level of competition, maintaining the integrity of play, and conforming with the requirements of the Little League, MIA, ASA and other appropriate intramural sports organizations.
- The Contractor shall provide the following services: Supplies, including but not limited to, infield mix, top dressing soil, seed, limestone, fertilizer materials, and clay and shall be supplied by the awarded Contractor. The bidder must provide MSDS (material safety data sheets) with its bid response, where appropriate.

Additional Services

- When inspections are conducted and it is determined a repair or additional maintenance is required, said repair/maintenance shall be brought to the City's attention. The Contractor shall submit a cost proposal to the City for the additional services. All additional services shall be performed at the hourly rates and unit cost submitted as part of this proposal as noted on the Bid Pricing Sheet, Appendix A, Other Costs.

Season start-up

Beginning generally in March and weather permitting, the Contractor shall conduct a walk-through of the fields with the City to review the field conditions and ascertain the level of maintenance/repairs required. At minimum the Contractor shall conduct the following:

- Empty and realign trash receptacles, remove leaves and debris from stands, bull pen areas, on the playing field, and at the base of all perimeter fencing. Inspect fences, dugouts, backstops, etc and repair as needed.
- Remove chewing gum from dugouts, benches and spectator areas (including walkways and floors). Inspect for graffiti.
- Measure and inspect the baseball field pitcher's mound for conformance with pitcher mound specifications and dimensions.
- Measure and inspect infield dimensions and edges.
- Repair and Renovate the pitcher's mound to conform with appropriate standards.
- Renovate infield-skinned areas, base lines, home plate area and pitcher's mound at a time weather conditions permit. Method of renovation will depend upon field conditions.
- Edge infield, baseline, warning track, pitcher mound and home plate area.
- Weed infield and warning track.
- Remove snow and ice from play area, dugouts, spectator stands, bullpens and batting cages, pedestrian and vehicular access areas (if applicable) by manual and mechanical means so as to not damage surface materials.
- Address additional requirements as a result of the preseason walkthrough.

Routine Field Care

Routine Field Care will be conducted between April 1 and Nov 1st for all athletic fields. The Contractor shall perform the following tasks/inspections as outlined below at the time of each mowing. All routine field care and repairs shall be executed as outlined below or per manufacturer specifications of the product.

Contractor shall perform the following at each mowing:

- Mow per specification in Turfgrass Care and Maintenance.
- Scout for disease, pest, weeds, etc as defined in Turfgrass Care and Maintenance.
- Inspect infield skinned areas, warning track and bullpen for weeds and remove.
- Inspect infield (including home base) for uneven/eroded surfaces.

- Inspect edge condition between turf and baseline/infield/warning track. Maintain a clean straight edge.
- Inspect lip condition between infield and turf.
- Inspect perimeter fencing for significant defects or damage.
- Inspect batting cages for debris and proper fencing installation and repair.
- Inspect turf for wear or uneven surfaces.
- Monitor infield clay surfaces for excessive compaction, erosion, and uneven surfaces.
- Monitor for graffiti and immediately report sightings to the City
- Repair eroded or worn areas of the infield or warning track.
- Edge infield, baseline, warning track, pitcher mound and home plate area.
- Recondition infield lip.
- Repair fencing.
- Repair turf.
- Recondition infield-skinned areas, base lines, home plate area and pitcher's mound at a time weather conditions permit. Method of renovation will depend upon field conditions.
- Remove graffiti.

Post Game Requirements for Riverside Park Athletic Fields Only

The following shall be executed upon completion of each game.

- Remove chewing gum from dugouts and benches and stands.
- Empty and realign trash receptacles, remove debris from stands, dugouts, bullpen area, back cages, on the playing field, and at the base of all perimeter fencing.
- Sweep and wash dugout and benches.
- Remove bases.
- Inspect infield, lip, turf, fencing, bases and base anchors for wear/damage. Repair at a time interval that will not impede playability.

Summer Care

Summer generally requires less care of the fields as it pertains to playability. Therefore, the focus of summer care is turf health and includes the following:

- Mow per specification.
- Scout for disease, pest, weeds, etc.
- Inspect infield skinned areas and warning track for weeds and remove.
- Monitor for graffiti.

Overview

The following describes the materials to be used and furnished by the Contractor and methods to be employed for installation or maintenances for all non-turf requirements.

The Contractor shall follow the guidelines provided in the Integrated Turf and Pest Management Plan. Materials (exclusive of turf and soil mix). The Contractor shall utilize the following products:

- Baseball Infield Mix: Beam Clay Baseball Diamond Mix; or city approved equal
- Baseball Pitcher's mound Mix: Beam Clay Pitcher's mound Clay -Red, or approved equal.
- Baseball Home Plate Mix: Beam Clay Home Plate Clay, or city approved equal.
- Warning Track: Beam 3/16" Warning Track Mix, or city approved equal
- Softball Infield Mix: Native processed clay mixed with washed sand and free of all debris.
- Fencing: Shall be comparable quality, size and installed in a similar manner as the existing fencing.
- Drying Agent: Beam Diamond Dry, or city approved equal.
- Line Markings: Pulverized Lime for skinned areas and white paint for turf.

Methods

The following are recommended minimum methods of maintenance and installation of materials.

- Lip Care: Remove infield material which may have migrated through erosion or play from the infield, baselines, coaches, box, home plate or pitcher's mound and warning track from turf through hand removal or flexible steel fan rake so as to not damage turf or promote migration of clay into topsoil.
- Edging: Edging shall be done with an appropriate edger that defines a clean and sharp edge. All edging shall be done with guides in place to ensure proper dimensions of the field play area are maintained. Contractor shall confirm proper dimensions following edging.
- Pitcher's Mound: Pitcher's mound renovation and repair (including bullpens) must adhere to the guidelines of the Little League, MIA, ASA and other appropriate professional trade organizations. Refer to their specifications for all dimensions, elevations and slopes.
- Warning Track, Infield and Baseline Grooming: Groom utilizing a rigid or flexible infield drag mat fashioned with a leveling bar. Baselines, coaches' boxes, on-deck circles, pitcher's mound and home plate shall be groomed using a hand drag groomer.
- Warning Track, Infield and Baseline Weeding: Contractor shall inspect and remove weeds from the warning track, infield, and baselines by hand or mechanical means and restore surface to a satisfactory playing condition.
- Infield Renovation: Infield renovation shall be completed by mechanical tilling or nail dragging. The selected method will depend on the condition of the infield.
- Dugouts: All dugouts shall be hand swept with stiff bristled broom or metal rake and debris removed. Litter, chewing gum and other debris shall be removed and disposed of. Power washing of surface may be required to remove excessive build up of sediments. Structural maintenance is not the responsibility of the Contractor.
- Spectator Seating: All spectator seating areas shall be hand swept with stiff bristled broom or metal rake and debris removed. Litter, chewing gum and other debris shall be removed and disposed of. Structural maintenance is not the responsibility of the Contractor.
- Walkways: Walkways within the contract limits hand or mechanical means. Litter, chewing gum and other debris shall be removed and disposed of. Pavement repair and maintenance is not part of this Contract.
- Fencing: Any repairs of fencing shall be performed in accordance with manufacturer/supplier specifications and comparable to existing materials and methods.
- Pitcher's Rubber, Home plate and Bases: If at anytime the pitcher's rubber, home plate or a base must be removed, repair or replaced the Contractor shall do so following the manufacturers recommended installation methods.

Turfgrass Care and Maintenance

As part of this submittal the interested Contractor shall submit an Integrated Turf and Pest Management Plan ITPMP. This ITPMP will be the basis of turf management for the athletic fields. The awarded Contractor shall provide the ITPMP on an annual basis to the City by July 5.

The following is considered the minimum requirements of the ITPMP and will be incorporated into the Contractor's ITPMP by reference.

Introduction

This ITPMP is a guide for the use by the Contractor for the maintenance of the turfgrass associated with the athletic fields. Because of the evolving nature of turfgrass management and the application of treatment methods the Contractor shall be responsible for ensuring the content of this ITPMP conforms to applicable laws and regulations for the use, storage, application and disposal of equipment, debris and chemicals. The Contractor's introduction should be a statement of understanding and intent.

Goals and Objectives

The goal of the ITPMP is to maintain the fields to the highest level of playability through quality and healthy turf that is managed in a cost effective manner with reduced environmental risks and conscious of owner capital costs. The Contractor shall not be allowed to use pesticides on the athletic fields. The Contractor shall state the goals and objectives of the ITPMP and how the bidder anticipates the ITPMP will adhere to the above goals and objectives.

Best Management Practices

The best assurance and most cost effective means to healthy turfgrass that performs to the standards of play associated with the various athletic fields is the implementation of best management practices (BMPs). The bidder shall list the BMPs to be employed. Common BMPs include:

- Mowing to a proper height, frequency and direction

- Soil Testing annually
- Irrigation to ensure soil moisture content
- Scouting for pests and weeds and monitoring thresholds
- Utilizing environmental preferred products

Turf Maintenance Materials, Equipment and Methods. The following are the required minimum materials, equipment and methods to be employed as part of the ITPMP.

- Turf Seed Mix: Contractor shall furnish seed mixture as necessary to conduct repairs and renovations. Submit a Seed Mixture specification to the city prior to its purchase.
- Topsoil: The topsoil borrow for use on the field shall be a sandy loam containing between a 4 to 7% organic matter content and no stones over one-half inch (1/2") in diameter. The topsoil shall be free of clods, vegetative matter such as sods and woods, containments that affect plant growth and all other foreign material (concrete, tar residues, glass, etc).
- The topsoil shall be taken from an A horizon of a naturally occurring soil and not compounded by intentional mixing of component soils. The topsoil shall not be handled or moved when excessively wet or in a frozen condition. The awarded Contractor shall furnish a report to the City Representative showing the soil particle size, textural classification and organic matter content and chemical composition of the topsoil from a laboratory certified by the American Association for Laboratory Accreditation.

Mowing

- Mower and Settings: The awarded Contractor shall mow the fields with reel mowers set to mow at 1~ inch cutting height. Any changes to the mowing height shall be at the discretion of the City Representative and the changes carried out by the awarded Contractor upon notification. The clip of the reel on the mowing units must closely match the mowing height and this information be supplied to the Agency Representative. The ground speed of the mower while moving shall not to exceed the speed recommended by the manufacturer. The reel mower shall be capable of cutting between 6' and 9' in width, with a floating deck to reduce scalping. Gang mowers are not permitted. Mow height shall be set at 3" during summer maintenance to assist in maintaining moisture content.
- Mowing Schedule: Mowing shall be done at approximately three to five day intervals and removing no more than 1/3 of the turf height during the growing season or at intervals as directed by the City.
- Patterns: Mowing directions shall be changed with each successive mowing so that at least four (4) mowing patterns are used on the field.
- Clippings: Grass clippings shall be returned to the turf unless objectionable clumps are left on the surface that may cause injury to the turf or interfere with play (such as ball-to-surface properties). Grass clippings not returned to the turf shall be disposed of by the contractor.
- Dethatching. Dethatching of the fields' maybe recommended to the City by the Contractor based upon scouting and best management practices. The awarded Contractor shall obtain the City's approval prior to starting this process. Material brought to the surface shall be swept up and removed from the playing surface immediately.
- Aeration. Awarded Contractor shall aerify the fields with an aerifier with hollow tines spaced at least three inch to three and one-half inch (3" to 3-1/2") centers and a coring depth of approximately four inches (4") once in the spring when the baseball season ends (approximately mid - May) and again prior to the start of the playing season in early September. At the City's request deep tine aeration to a depth of a minimum of 9 inches may be required to assist in surface drainage. When such a request is required the Contractor shall utilize equipment capable of penetrating to such a depth and achieve the desired results. All aeration shall be completed when adequate moisture content is obtained within the soil. Soil cores shall remain on the surface and shall be pulverized by use of a drag mat.
- Top Dressing. Where low spots or depressions occur in the field, the fields must be top-dressed with a material that matches the texture of the material within the root zone. Topdressing may also be used in areas that need re-seeding. In this case, seed is broadcast over the surface area, followed by a top-dressing of 1/4" depth of root zone mixture. See Turf Repair and Over seeding below.
- Turf Repair and Undulations. The Contractor shall repair worn turf and repair undulations and uneven turf by appropriate methods and at a time which will not impede playability. Contractor shall be responsible for maintaining new turf establishment until accepted by the City. Repair of turf may require overseeding or removing existing turf and replacing with sod. Thick cut sod may be required if repairs are required during the play season.

- Overseeding. If at anytime the health of the turf has deteriorated as a result of wear, disease, pest or other means overseeding may be required. The Contractor shall overseed using a slice seeder and after the end of the Spring season.
- Soil Testing. The Contractor is expected to conduct an annual soil test for each field in September of each year. Three samples shall be taken separately from each field. The samples shall be combined into one sample (one each field) and delivered to an approved soil testing facility to determine pH, calcium, magnesium, phosphorous, potassium, boron, copper, iron, manganese, zinc and aluminum. Recommendations shall be reported to the City including cost proposals for the application of necessary fertilizers and adjustments to soil pH which may vary from the program identified below.
- pH/Liming. The awarded Contractor shall apply palletized lime to the field as required based on soil test results from a rate of 50 pounds per 1000 sq.ft. Limestone treatments shall be applied in late fall after the playing season is completed and when the ground is not frozen. Treatment must be approved by the City prior to its application.
- Rolling. The Contractor shall roll the fields as required and after approval from the City. Rolling typically would occur after spring thaw to depress frost heaves. Rolling shall be done utilizing equipment substantial enough to reduce heaves and to the satisfaction of the City. Draining of water from rollers is to be done outside of play and spectator areas.
- Pest Control. Pest control is critical to the health and maintenance of these fields. The Contractor shall provide a detailed plan of pest control within its ITPMP as noted.

Sprinkler System Operation, Maintenance and Repair

The City currently has functioning sprinkler systems at the following locations: City Hall, Riverside Park, Swasey Field and the Haverhill Stadium

Irrigation at the above locations shall be the responsibility of the awarded Contractor. The City shall provide an irrigation schedule to the awarded Contractor. This schedule shall disclose when the irrigation system shall be turned on for the Spring and when the irrigation system shall be winterized for the Fall Winter season. The awarded Contractor shall be responsible for the setting and re-setting of the irrigation times as appropriate, and depending on field conditions and power outages. The awarded Contractor shall keep the City informed as to the condition and adequacy of the irrigation pipe.

The Contractor is responsible for the repair and maintenance of these sprinkler systems which includes, but is not limited to:

- Replacing missing/damaged heads
- Trimming sod around heads
- Checking for leaks in system
- Adjusting head nozzles as needed
- Timer repairs and adjustments (scheduling)
- Repairing/replacing solenoid valves as needed

Additional Services outside of Contract Specifications

In the event the City contracts with a landscape maintenance firm, the Contractor must be able to provide additional personnel to assist the Department of Public Works with functions outside of the scope of this contract. Please provide Employee Hourly Rate(s) and position titles to include benefits, insurance, profit, etc. for services outside of the contract to include such tasks as assisting other city workers with snow plowing, street maintenance activities, special events, ROW of mowing, Storm cleanup, etc. All positions shall be required to have a valid MA CDL. It is anticipated that there will be approximately 9,500 labor hours per contract year associated with this additional work. Again, this work shall be subject to prevailing wages.

Management and control of the work

1. The normal hours of operation at the Department of Public Works are Monday through Friday from 7:00 AM to 3:00 PM, holidays excluded. Work can be performed during those same hours. Work outside of these hours must be approved in advance by the City. All schedules shall be coordinated with the City of Haverhill so as not to interfere with City and community activities. No Saturday, Sunday or Holidays work will be allowed unless

- authorized by the Department of Public Works.
2. The contractor shall comply with the latest industry standards. All procedures shall be in strict accordance with manufacturers' directions and warnings, OSHA and EPA standards, and all Federal, State and Local Laws.
 3. Maps will be made available to give a general idea of areas involve. The City does not attest to the labeling accuracy or completeness of the drawings. It will be the responsibility of the contractor to personally visit each city property to assess the individual site conditions upon which they will then subsequently submit a Bid. The Contractor shall be responsible for providing the specified landscape and ball field maintenance work within the confines of each identified park, memorial, green space and ball field.
 4. Contractor shall only furnish workers who are competent and skilled for work under this contract. The Contractor shall remove any employee from City of Haverhill property immediately upon request by the Director of Public Works.
 5. Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Director of Public Works.
 6. All equipment, hand tools and accessories necessary to perform the services shall be the responsibility of the Contractor. The contractor shall be required to keep all equipment in good condition and prepared to operate on a daily basis. All equipment shall be commercial grade. The contractor shall provide a complete description of all equipment including manufacturer, age and size of cut and model. The City of Haverhill reserves the right to inspect all equipment prior to award and visit the contractor's headquarters. Contractor's property shall be properly inscribed. Equipment must meet the approval of the Parks Foreman or designee.
 7. Supplies are the responsibility of the Contractor. Supplies provided by the Contractor shall be of high quality and approved by the Parks Foreman or designee.
 8. Care shall be taken not to damage tree trunks, buildings, curbs, etc. when mowing. If any of these were to be damaged, the Contractor shall repair the damage at no cost to the City. All damages shall be reported to the Director of Public Works regardless of cause.
 9. If performance is deemed unacceptable by the City of Haverhill at any time during the life of the contract, the contractor shall have (15) days to address any issues or concerns and correct any problems noted by the City and formally noticed to contractor. The City may terminate the contract with a subsequent thirty (30) day written notice if performance improvements are not satisfactory. The City shall not be under any financial obligations to fulfill terms of contract nor will the City be assessed any penalties for cancellation. The City of Haverhill Mayor is authorized to terminate the contract on behalf of the City. Any termination of the contract shall not relieve the contractor of the obligation to pay any fees, taxes or other charges owed the City.

Appendix A
IFB030.09
Bid Pricing Sheet
Landscape Maintenance Service

Base Bid

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Total Cost	\$ _____

Alternate #1

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Spring & Fall Cleanup (Groups A, B, C, D, E)	\$ _____
Total	\$ _____

Alternate #2

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Spring & Fall Cleanup (Groups A, B, C, D, E)	\$ _____
Landscape Maintenance for Athletic Fields (Group E)	\$ _____
Total	\$ _____

Other Costs

It is anticipated that there will be approximately 9,500 hours associated with the following additional work assisting other city workers with snow plowing, street maintenance activities, special events, Right of Way (ROW) mowing, Storm cleanup, Tree work. Please provide the hourly rates to accomplish these kinds of tasks.

Position	Hourly Rate
Laborer	\$ _____

Groundsmen	\$
Equipment Operator	\$

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Appendix A
IFB030.09
Bid Pricing Sheet
Landscape Maintenance Service

Base Bid

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Total Cost	\$ _____

Alternate #1

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Spring & Fall Cleanup (Groups A, B, C, D, E)	\$ _____
Total	\$ _____

Alternate #2

Service	Cost
Landscape Maintenance for Parks, Memorials, Schools and Green Spaces (Groups A, B, C, D)	Group A: \$ _____ Group B: \$ _____ Group C: \$ _____ Group D: \$ _____
Spring & Fall Cleanup (Groups A, B, C, D, E)	\$ _____
Landscape Maintenance for Athletic Fields (Group E)	\$ _____
Total	\$ _____

Appendix A
IFB030.09
Bid Pricing Sheet
Landscape Maintenance Service

Other Costs

It is anticipated that there will be approximately 9,500 hours associated with the following additional work assisting other city workers with snow plowing, street maintenance activities, special events, Right of Way (ROW) mowing, Storm cleanup, Tree work. Please provide the hourly rates to accomplish these kinds of tasks.

Position	Hourly Rate
Laborer	\$ _____
Groundsmen	\$ _____
Over 45' Aerial Bucket Truck Operator	\$ _____
Equipment Operator	\$ _____

Company

Address

Signature of Company Official

Printed Name of Company Official

Title of Company Official

Phone number

E-Mail

Appendix B
IFB030.09
Certifications

I. 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 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 submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

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

Signature of individual submitting bid or proposal

Name of Business

Appendix C
IFB030.09
References

Listing of five (5) contracts which the Bidder is performing or has performed during the last five (5) years similar to the work called for in these specifications.

Municipality/Company	Contact Person	Address	Phone

Company

Address

Signature of Company Official

Printed Name of Company Official

Title of Company Official

Appendix D
IFB030.09
Massachusetts Prevailing Wages

The wage schedules for this IFB are attached.



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number:

City/Town: HAVERHILL

Description Of Work: RIDE ON MOWING/EQUIPMENT USE NON CONSTRUCTION

Job Location: VARIOUS

Classification	Effective Dates and Total Rates					
(2 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.800				
(3 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.870				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.990				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
BACKHOE/FRONT-END LOADER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
COMPRESSOR OPERATOR	12/1/2008	\$35.860	6/1/2009	\$37.500	6/1/2009	\$36.680
	12/1/2010	\$39.350			12/1/2009	\$38.420
DIVER	8/1/2008	\$58.070	8/1/2009	\$61.080	8/1/2010	\$64.370
DIVER TENDER	8/1/2008	\$43.570	8/1/2009	\$45.720	8/1/2010	\$48.070
FORK LIFT/CHERRY PICKER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
GENERATOR/LIGHTING PLANT/HEATERS	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009	\$37.500
	12/1/2010	\$39.350			6/1/2010	\$38.420
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
LABORER	12/1/2008	\$33.150	6/1/2009	\$34.150	12/1/2009	\$35.150
	12/1/2010	\$37.400	6/1/2011	\$38.400	12/1/2011	\$39.650
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/1/2008	\$30.050	6/1/2009	\$30.700	12/1/2009	\$31.360
	12/1/2010	\$32.830			6/1/2010	\$32.090
OILER (TRUCK CRANES, GRADALLS)	12/1/2008	\$32.870	6/1/2009	\$33.600	12/1/2009	\$34.330
	12/1/2010	\$35.990			6/1/2010	\$35.160
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
PANEL & PICKUP TRUCKS DRIVER	12/1/2008	\$36.630				
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
PUMP OPERATOR (CONCRETE)	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009	\$37.500
	12/1/2010	\$39.350			6/1/2010	\$38.420
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008	\$37.090				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008	\$37.380				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/21/2009 **Rate Sheet:** 27-F EAST

Job ID: 128042 **Page:** 1

Appendix E
IFB030.09
Groups

Group A Areas

- 1) Riverside Park
- 2) Haseltine Park
- 3) Germain Avenue
- 4) Laurel Avenue – sloped green space area
- 5) Alfred Park
- 6) Bradford Common
- 7) Promenade
- 8) River Rest Park
- 9) Lincoln Avenue Islands
- 10) Bailey and Ginty Boulevards
- 11) Welcome Street Park
- 12) G A R Park
- 13) Park Way
- 14) Mt Washington Park (Wysocki Park)
- 15) All Saints Hill
- 16) Hilldale Cemetery
- 17) Tyler Park
- 18) Winona Avenue (Sagamore Park)
- 19) Columbia Park
- 20) Stanley Drive
- 21) Round Pond (Dibart Park)
- 22) Gile Street Ends (at N. Ave. and Newton Rd.)
- 23) Winnekini Park & Castle Area
- 24) Gale Park
- 25) Windsor Park
- 26) Berkeley Park
- 27) Saltonstall Park
- 28) Saltonstall Boat Ramp
- 29) Highway Department
- 30) Bullen Park
- 31) Arlington Park
- 32) City Hall
- 33) Park Department Entrance
- 34) First Landing Park
- 35) Police Station
- 36) Armenian Church Area – Winter Street
- 37) Connolly Park
- 38) Walnut Square Green space
- 39) City Dog Pound area

Group B Areas - Landscaped Islands

- 1) Golden Hill Avenue @ Kenoza Street
- 2) Rocks Village
- 3) Rosemont Street @ Hilldale Avenue
- 4) Rosemont Street @ Merrill Avenue
- 5) Murphy Park – Top Of Primrose Street
- 6) Cove Road
- 7) Cushing Avenue

- 8) Broadway @ Forest
- 9) Broadway @ Liberty
- 10) Crystal @ Liberty
- 11) West Lowell Avenue (3 islands)
- 12) Rosemont Street (2 islands)

Group C Areas - Larger Areas

- 1) 12th Avenue Ballfield
- 2) Winnekini Castle Hill & Grounds
- 3) American Legion
- 4) Cashman's Field
- 5) Swasey's Field
- 6) Water Street @ John Ward Avenue
- 7) Lincoln Avenue @ Lackey Street (Bauman Park)
- 8) Concord Street by the Lake
- 9) Plug Pond

Group D Areas - Schools

- 1) St. James School
- 2) Fox School
- 3) Pentucket Lake School
- 4) Smiley School
- 5) Silver Hill School
- 6) Consentino School
- 7) Moody School
- 8) Bradford Elementary School
- 9) Hunking School
- 10) Wood School
- 11) Golden Hill School
- 12) J.G. Whittier School

Group E" areas - Locations of Athletic Fields

- 1. Riverside Park
- 2. Plug Pond
- 3. 12th Avenue playground
- 4. American Legion
- 5. Cashman's Field
- 6. Swasey's Field
- 7. St. James School & Ballfield
- 8. Fox School
- 9. Pentucket Lake School
- 10. Silver Hill School
- 11. Consentino School
- 12. Moody School
- 13. Bradford Elementary School
- 14. Hunking School
- 15. Wood School
- 16. Golden Hill School
- 17. J.G. Whittier School
- 18. Smiley School

Appendix F
IFB030.09
Company Profile

Each bidder shall submit company profile attesting to their past successful relevant experience, company information and staff qualifications.

- List the principal business of this firm and its principal specialization.

 - Name of firm, type of organization (Proprietorship, Partnership, Corporation, etc.), address, year established, and location of principal office. _____
 - Name, title, and telephone number of a principal to contact.

 - List the average number of full time personnel employed including the number of personnel capable of performing Landscape Maintenance Services. _____
 - Your company's experience best illustrating current qualifications for this type of work including the number of employees who may be assigned and their qualifications.

 - Describe your Field Crew Organization and staff appointed to the landscape maintenance:

 - Provide an overview on management, communication with the City and understanding of agronomic principals and athletic fields maintenance requirements
• _____
 - The number of years your company has been in business at the current address and its proximity to Haverhill.

 - Information on key individual's relevant maintenance experience.

-
- Your company's current contracted workload.



CITY OF HAVERHILL
ARTICLES OF AGREEMENT

Landscape Maintenance Services
IFB030.09

(For information only. This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____ a ☐ corporation duly organized and existing under the laws of the Commonwealth/State of _____ or ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on July 1, 2009 and end on June 30, 2010.

ARTICLE III. TERMS. The CONTRACTOR agrees to provide Landscape Maintenance Services all in accordance with the bid documents of _____, 2009 (bid opening date).

ESTIMATED CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. INTERPRETATIONS AND APPROVALS: Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE VIII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supercede these Articles.

ARTICLE IX. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE X. PERFORMANCE BOND: The Contractor must furnish the City a Performance Bond for one hundred (100) percent of the value of the bid.

ARTICLE XI. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the City a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XII. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr., Esq.
City Solicitor

James J. Fiorentini, Esq.
Mayor

Witness

Robert DeFusco
Purchasing Director

FOR THE CONTRACTOR:

By: _____

Michael Stankovich
Public Works Director

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor