

TOWN OF ARLINGTON, MASSACHUSETTS

Bid #23-13

INVITATION FOR BID

The Town of Arlington invites SEALED bids, pursuant to the Uniform Procurement Act, Ch. 30B, for

TURF TREATMENT/VARIOUS PLAYING FIELDS & MT PLEASANT CEMETERY

Bids will be received until **10:00 AM on March 9, 2023**, at the Office of the Town Manager, 730 Massachusetts Ave, Arlington, MA 02476, at which time and place they will be publicly opened and read aloud.

No bid will be accepted after the time and date specified. Bid documents are available for viewing and downloading on the Town's website at www.arlingtonma.gov/purchasing. Bids must be submitted on the forms provided and in a sealed envelope marked on the outside with the bidder's name and address and with the words **BID #23-13 TURF TREATMENT/VARIOUS PLAYING FIELDS & MT PLEASANT CEMETERY**.

For questions about the project scope, please contact Nelson Mui, Assistant Director, Department of Public Works, at nmui@town.arlington.ma.us.

The Town Manager reserves the right to accept or reject any and all bids, wholly or in part, and to make the award in the best interest of the Town of Arlington. The notification of the intent to award the bid will be made as soon as possible but no later than forty-five (45) days from date of the bid opening.

TOWN OF ARLINGTON

Sanford Pooler
Town Manager

February 23, 2023

END OF SECTION

GENERAL INFORMATION/BID SUBMISSION REQUIREMENTS

1. RECEIPT AND OPENING OF BIDS

Sealed bids, on forms furnished for that purpose, will be received at the Town Manager's Office/Purchasing Dept., 730 Massachusetts Ave., Arlington, MA 02476, until **10:00 AM on March 9, 2023**, at which time they will be publicly opened and read aloud. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. PREPARATION OF BIDS

Each bid must be submitted on the bid form attached hereto. A Certificate of Non-Collusion form, and any and all additional forms provided herein must be attached to the sealed bid. All blank spaces for bid prices must be filled in, written in ink or typewritten, in both words and figures, and all of the foregoing forms and certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, her/his address and the name and bid number of the project for which the bid is submitted. If forwarded by mail, the sealed envelope must be addressed as specified herein above.

3. QUALIFICATIONS OF BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each Bid **must include:**

- a. A list of any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
- b. A list of any and all assessed penalties or liquidated damages, and the project in which they occurred.
- c. A list of any and all contract terminations.
- d. At least three references.
- e. A list of the total number of supervisors and workers intended to be assigned to this project.

4. **BID DEPOSIT**

Each bid shall be accompanied by a bid deposit equal to five percent (5%) of the bid. The bid deposit shall be in the form of (a) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or (b) a bid bond in a form satisfactory to the Town with a surety company qualified to do business in the Commonwealth of Massachusetts and conditioned upon the faithful performance by the principal of the agreements contained in the bid.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bid. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the contract, or, if no award is made, upon the expiration of sixty (60) days, Saturdays, Sundays and legal holidays excluded.

5. **DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

If within ten (10) days after s/he has received notice of the acceptance of her/his bid the successful bidder fails or refuses to execute and deliver the contract or execute any performance or payment bonds required therein, her/his bid deposit shall become and be the property of the Town as liquidated damages.

6. **CONDITIONS OF WORK**

Each bidder **must** inform herself/himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of her/his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the contract.

7. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing and emailed to **Nelson Mui, Assistant Director, Department of Public Works, at nmui@town.arlington.ma.us**, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be available on the Town's website at www.arlingtonma.gov/purchasing. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligations under her/his bid as submitted. All addenda so issued shall become part of the bid and contract documents.

8. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with her/his delivery of the executed contract, the selected contractor shall furnish a performance bond in the amount of twenty-five percent (25%) of the total contract price. The surety on such bond or bonds shall be provided by a duly authorized surety company satisfactory to the Town.

9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town intends to award the contract to the responsive and responsible bidder offering the lowest total price for Year 1 provided that, at the time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds available to finance the project. If such bid exceeds such amount, the Town may reject all bids.

The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto, without the previous written consent of the Department of Public Works.

11. CONTRACT OBLIGATION

Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

12. CONTRACT TERM

The term of this contract will be for one year commencing April 1, 2023 and ending December 31, 2023. The Town may extend the contract for an additional two (2) years in one (1) year increments at its sole discretion. Contract extension is subject to annual appropriation.

13. PUBLIC SAFETY AND CONVENIENCE

The attention of all bidders is directed to the fact that the work on this project is to be performed on Town properties which are utilized by pedestrians. The selected contractor shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of her/his own personnel.

When, in the judgment of the Town of Arlington, construction operations constitute a hazard to traffic in the area, the contractor may be required to suspend operations during certain hours.

14. SALES TAX

Materials and equipment purchased for permanent installation in the project will be exempt from Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the selected contractor. Each bidder shall take this exemption into account in calculating her/his bid work.

15. NON-DISCRIMINATION IN EMPLOYMENT

Contract for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

16. INSURANCE

The contractor shall carry general liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the contractor or any one in the contractor's employ during the execution of the contract.

GENERAL LIABILITY INSURANCE The selected contractor shall furnish to the Town certificates of insurance covering public liability in an amount not less than \$500,000, for bodily injury to any one person, and not less than \$1,000,000 on account of one accident.

PROPERTY DAMAGE INSURANCE The selected contractor shall furnish to the Town certificates of insurance covering property damage in an amount not less than \$100,000, for damages on account of any one accident, and not less than \$300,000 for damages on account of all accidents.

WORKERS COMPENSATION INSURANCE The selected contractor shall furnish the Town with certificates of insurance showing that all her/his employees who shall be connected with this work are protected under workers compensation insurance policies.

Renewal certificates must be furnished by the contractor prior to the expiration date of any of the initial insurances.

17. SITE VISIT

All bidders should perform site visits prior to bidding.

END OF SECTION

SCOPE OF WORK

A. The work involved in **Contract #23-13 Turf Treatment/Various Playing Fields and Mount Pleasant Cemetery** includes but is not necessarily limited to the tasks listed below. The work shall consist of furnishing all labor, equipment, and materials necessary to do the work of this contract. The contract is subject to appropriation of yearly funding pending appropriate authorization as voted by Town Meeting and approved by the Director of Public Works.

B. Definition of Work to be performed:

Group 1: Town of Arlington Playing Fields (lot areas are estimates)

Bishop School Field-(Baseball/Soccer) (3.6 acres)	Location: Columbia Rd
Buzzell Field (4 acres)	Location: Summer St opp. Edgehill Rd
Summer Street/Buck Field/Hills Hill (4.4 acres)	Location: Summer & Ryder Streets
Crosby Playground (Soccer field) (1 acre)	Location: Oxford & Winter Streets
Dallin School (Florence field) (4 acres)	Location: Florence Ave
Hurd/Res Fields (2.5 acres)	Location: Drake Rd
Magnolia Field (3.6 acres)	Location: Herbert Rd @Magnolia St
McClennen Fields (8 acres)	Location: Summer St (Near Reed St)
Menotomy Rocks Park-Rear Field (1 acres)	Location: Jason St
Thompson School (N. Union Field) (3.5 acres)	Location: North Union St
Ottoson School- (Baseball Field) (1.4 acres)	Location: Acton St
Arlington High School: (practice soccer/baseball/softball fields)	Location: Mass Ave at Schouler Ct.
Poets Corner Field (2 acres)	Location: Dow Ave
Robbins Farm Park (10 acres)	Location: Eastern Ave & Grandview
Scannell Field (1.8 acres)	Location: Linwood St
Spy Pond Field (5 acres)	Location: Wellington St
Spy Pond Park (1.1 acres)	Location: Linwood St
Stratton School Field (1.3 acres)	Location: Pheasant Ave
Thorndike Field (7 acres)	Location: Margaret St (east end)

The work consists of turf treatment at the above areas as follows: (DPW will mark irrigation heads as necessary upon receiving appropriate notice from the contractor)

Group 1 - Item 1

A. Core aerate three times per year

Core aeration with 3/4" tines, 4 inches deep, 6"X6" pattern, (worn areas aerated twice)

B. Slice seed two times per year

Slice/seed in two to three directions at 250 LB seed/acre, using a 60:40 mixture of improved varieties of perennial ryegrasses and Kentucky bluegrasses

C. Overseed two times per year

Overseed/broadcast seed on wear areas of each field at 200 LB seed/acre, using a 60:40 mixture of improved varieties of perennial ryegrasses and Kentucky bluegrasses

D. Fertilize four times per year*

Apply 19-19-19 starter fertilizer at 1 LB nitrogen per 1,000 square feet

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, 40% CRN (controlled release nitrogen)

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, with 50% CRN

Apply fertilizer at 1.0 LB nitrogen, 2 LB potassium per 1,000 SF

All products applied with a Vicon spreader

E. Soil test twice per year

Obtain composite soil tests from each field. Submit samples for analysis to UMASS Soils Laboratory.

Group 1 - Item 2**A. Deep tine aeration unit price per acre**

Deep-tine aerate entire field at 6-10" depth, 3/4" tines at 5" spacing, with a Soil Reliever, Verti-Drain, or equivalent.

Group 2: Town of Arlington Mount Pleasant Cemetery (62 Acres) (estimated)

The work consists of turf treatment of the above area as follows:

Group 2 - Item 1**A. Fertilize three times per year* (with crabgrass and broadleaf control; one application to include grub control)**

Apply 19-19-19 starter fertilizer at 1 LB nitrogen per 1,000 square feet

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, 40% CRN (controlled release nitrogen)

Apply fertilizer at 1.0 LB nitrogen, 2 LB potassium per 1,000 SF

All products applied with a Vicon spreader

B. Soil test twice per year

Obtain composite soil tests. Submit samples for analysis to UMASS Soils Laboratory.

*** Use of fertilizers shall conform to the requirements contained within 330 CMR 31.00: PLANT NUTRIENT APPLICATION REQUIREMENTS FOR AGRICULTURAL LAND AND NON-AGRICULTURAL TURF AND LAWNS**

QUALITY REQUIREMENTS

QUALIFICATIONS OF BIDDER

1. Minimum five (5) years of experience in similar work.
2. Bidder has successfully completed a contract for \$100,000 or more in past five years.
3. Bidder has successfully completed a single contract for a similar number of playing fields.
4. Vendor shall be available to commence work as soon as weather and ground conditions permit, as determined by the Department of Public Works.
5. All bidders shall have in their possession, either by ownership or by a minimum three year lease agreement at the time of bidding, sufficient equipment in order to satisfactorily complete all work that is required under this contract.
6. Subcontracting on contract will not be permitted.

SITE REPORT

The contractor and the Department of Public Works Director or his designee shall meet and walk the sites at the initiation of the program to determine the condition at the time of all areas included within the limit of work and of any other related items covered in this section of the specifications.

NOTIFICATION OF HAZARD

The contractor shall notify the Department of Public Works Director or his designee immediately of any hazard or public safety issues in, on, or above the sites defined. Hazards shall be defined but not limited to ruts, holes, depressions, bumps, broken asphalt, broken concrete, loose sod, damaged walls, damaged buildings, damaged benches, damaged light fixtures or any other hazard that may cause bodily injury or inconvenience.

DAMAGES

Damage to any site or any Town property or any private property by the contractor shall be reported to the Department of Public Works immediately after the damage occurs and not at the end of the workday. If the contractor causes damage to any irrigation system component, electrical installation, or other systems, it shall be the responsibility of the contractor to repair said damage after a submittal, detailing parts to be used and approved by the Department of Public Works. Any damage found at any site by the contractor's employees at the start of the workday shall be reported to the Department of Public Works immediately.

KEY LIASON PERSON

The contractor shall designate one person to be the main contact with the Town of Arlington and Department of Public Works. This person shall be the supervisor or foreperson responsible for all crew functions and shall be accessible to the Department of Public Works by way of a pager or cell phone throughout the workday.

BID FORM

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for **Turf Treatment/Various Playing Fields & Mount Pleasant Cemetery** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: _____, _____, _____, _____

Award to be made on the total price for Year 1 contract (April 1, 2023–December, 31, 2023)
Options to renew for a second and third year will be at the sole discretion of the Town.

YEAR 1: April 1, 2023 – Dec. 31, 2023

GROUP 1

Item 1

A. Core Aerate \$ _____ times 3 = \$ _____

B. Slice Seed \$ _____ times 2 = \$ _____

C. Overseed \$ _____ times 2 = \$ _____

D. Fertilize \$ _____ times 4 = \$ _____

E. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 1 \$ _____

Item 2

A. \$ _____ /ACRE (per acreage price for deep-tine aeration)

GROUP 2

Item 1

A. Fertilize \$ _____ times 3 = \$ _____

B. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 1 (GROUP 1 PLUS GROUP 2)

\$ _____
BID FORM, continued

OPTION YEAR 2: April 1, 2024 – Dec. 31, 2024

GROUP 1

Item 1

A. Core Aerate \$ _____ times 3 = \$ _____

B. Slice Seed \$ _____ times 2 = \$ _____

C. Overseed \$ _____ times 2 = \$ _____

D. Fertilize \$ _____ times 4 = \$ _____

E. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 1 \$ _____

Item 2

A. \$ _____ /ACRE (per acreage price for deep-tine aeration)

GROUP 2

Item 1

A. Fertilize \$ _____ times 3 = \$ _____

B. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 2 (GROUP 1 PLUS GROUP 2)

\$ _____

BID FORM, continued

OPTION YEAR 3: April 1, 2025 – Dec. 31, 2025

GROUP 1

Item 1

A. Core Aerate \$ _____ times 3 = \$ _____

B. Slice Seed \$ _____ times 2 = \$ _____

C. Overseed \$ _____ times 2 = \$ _____

D. Fertilize \$ _____ times 4 = \$ _____

E. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 1 \$ _____

Item 2

A. \$ _____ /ACRE (per acreage price for deep-tine aeration)

GROUP 2

Item 1

A. Fertilize \$ _____ times 3 = \$ _____

B. Soil Test \$ _____ times 2 = \$ _____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 3 (GROUP 1 PLUS GROUP 2)

\$ _____

BID FORM, continued

AUTHENTICATION

The undersigned agrees that, if selected as the contractor for the above bid items, s/he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a Contract or Purchase Order signed by the Awarding Authority.

Date _____

(Company Name of Bidder)

Signed: _____

(Printed Name and Title of Signatory)

Business Street Address

City, State, Zip Code

_____/_____
Business Telephone/FAX

Contact Person/Email Address

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 of individuals.

Signature of person signing bid or proposal

Name of Business

TAX COMPLIANCE SHEET

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NO. _____

SIGNATURE OF RESPONSIBLE OFFICER _____

TITLE OF RESPONSIBLE OFFICER _____

DATE _____

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best 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.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

Corporate Office (if applicable)

QUALIFICATIONS AND REFERENCE FORM

(submit as attachment to completed bid form)

Please type or print legibly. **All blanks must be filled in.** If necessary, attach additional sheets. This information will be utilized by the Town of Arlington for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of this contract. This form must be attached by the bidder to her/his completed bid form.

Bidder: _____

IFB Title: **Turf Treatments/Various Playing Fields & Mt Pleasant Cemetery**

1. List any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law. **Type N/A if none.**

2. List any and all assessed penalties or liquidated damages, and the project in which they occurred. **Type N/A if none.**

3. List any and all contract terminations. **Type N/A if none.**

4. Indicate number of years bidder has been engaged in work similar in nature to the work of this contract.

5. List total number of supervisors and workers intended to be assigned to this project.

6. **References** On the following sheet(s), provide at a minimum three references for completed projects, one of which must have been completed in the past five years and with a contract price of at least \$100,000 and one of which must have encompassed a number of playing fields comparable to the number of fields contemplated in these bid documents. Attach additional sheets if necessary.

QUALIFICATIONS AND REFERENCE FORM, continued

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

QUALIFICATIONS AND REFERENCE FORM, continued

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided: