

Addendum No. 5 to BID 18-60



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding BID 18-60
Title: Landscaping Services for Healey and Kennedy School.

From: Prajкта Waditwar, Construction Procurement Manager

Date: 4/20/2018

Re: Updates Rule for Award, Minimum Quality Requirements, Pricing Sheet and Technical Specification

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Please acknowledge receipt of this Addendum by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____ **#5** _____

Part 1: Invitation for Bid Documents

Section 2.0

2.1 Rule For Award

The contract shall be awarded to the responsible and eligible Bidder submitting the lowest total price. The lowest total price is the total yearly amount. The total yearly amount is the sum of (1) the lump-sum price for Healey and Kennedy Schools plus (2) the labor costs for estimated hours of unscheduled labor, plus (3) an estimated reserve of \$5,000 for parts and materials and any applicable discounts or markups on such supplies.

The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder.

2.3 Minimum Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3, 4, 5, 6 & 7 or a failure to respond to any of the following minimum standards may result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Are you in the business of providing Landscaping services for at least Five (5) years?		
2.	Can you provide all the services mentioned under the scope of work?		
3.	Can you provide the list of equipment, as requested, that will be utilized in the execution of the services required?		
4.	Have you own a valid pesticide applicators license – or indicated the subcontractor to provide this service to the City? Have copies of licenses been included with the bid proposal?		
5.	Has the Contractor provided copies of all staff licenses, to work on the Irrigation systems, as required?		
6.	Has the Contractor assigned one individual as the Contractor’s primary representative to the City? Have you indicated the individual’s name with your Bid documentation?		

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7.	Can the Contractor confirm that the primary representative (supervisor) assigned to the City, has at least two (2) years' experience in landscape maintenance or in the landscape construction industry?		
8.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1, 2, 3, 4, 5, 6 & 7 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Part 1: Invitation for Bid Documents
SECTION 4.0

PRICING FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: **Landscaping Services for Healey and Kennedy School.**

The bidder certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville.

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **04/26/2018 by 11AM EST**
- If the **awarded** vendor is a Corporation a “Certificate of Good Standing” (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all bids and/or to waive any informality if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

1. Lump-sum Pricing: Includes Labor, Materials and Equipment.

Item No	Location	Area	Unit	Pricing Year 1 (05/01/2018 – 04/30/2019)	Pricing Optional – Year 2 (05/01/2019 – 04/30/2020)	Pricing Optional – Year 3 (05/01/2020 – 04/30/2021)
1	Arthur D. Healey School 5 Meacham Street Somerville, MA 02145	Approx. 6500 Sq. Feet	Per Month			
2	John F. Kennedy Elementary School 5 Cherry St, Somerville, MA 02144	Approx. 5500 Sq. Feet	Per Month			
Sub-total of Lump-sum pricing						

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2. **Unscheduled Activities**

2.1. Parts and Materials

For the purpose of evaluating bids, the City of Somerville has estimated that this contract will include parts and materials that may be required for the unscheduled activities equal to five thousand dollars, based on the pricing described as included in the Technical Specifications.

The bidder shall enter below any bid mark up or discount to be applied to the estimate of five thousand dollars. This markup or discount will apply to all parts and materials that may need to be purchased by the awarded contractor. It will not apply to labor costs or to the lump-sum bid in section 1.

The bidder must indicate what type of net price is being used (a discount or a mark-up, and by what percentage) and must submit a copy of her/his current list price schedule with the bid.

	Pricing Year 1 (05/01/2018 – 04/30/2019)	Pricing Optional – Year 2 (05/01/2019 – 04/30/2020)	Pricing Optional – Year 3 (05/01/2020 – 04/30/2021)
% mark-up or discount, or “not applicable”			
Estimated budget for parts & materials	\$5,000	\$5,000	\$5,000
Subtotal of the Parts and Materials cost			

2.2 Labor Rates

Item Number	Description	Unit	Estimated Hours	Pricing Year 1 (05/01/2018 – 0/30/2019)	Pricing Optional – Year 2 (05/01/2019 – 04/30/2020)	Pricing Optional – Year 3 (05/01/2020 – 04/30/2021)
1.	Standard Rate for Landscaping – 2 man crew	Per Hour/per 2 man crew	300			
Subtotal of Labor charges in \$						

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Total Yearly Bid Pricing

	Pricing Year 1 (05/01/2018 – 04/30/2019)	Pricing Optional – Year 2 (05/01/2019 – 04/30/2020)	Pricing Optional – Year 3 (05/01/2020 – 04/30/2021)
Total Year pricing in figures (Subtotal of Section 1 + Subtotal of Section 2.1 + Subtotal of Section 2.2)			
Total Year pricing in words (Subtotal of Section 1 + Subtotal of Section 2.1 + Subtotal of Section 2.2)			
<p><i>(If applicable)</i> The contract price does not include the items listed on the attached “Bid Form for Alternates;” the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.</p>			
<p>The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the “Key Project Information” section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.</p>			
<p>The undersigned hereby certifies that 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; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.</p>			
<p>The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.</p>			
<p>The Undersigned Bidder certifies under the penalties of perjury that:</p> <p>(1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,</p> <p>(2) the Federal Employer Identification Number (EIN) of the Bidder is: --</p>			

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The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except:

in which case the reasons for rejection were as follows:

The Undersigned Bidder has submitted all requested referenced information on the Reference Form.

The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates notes in Section 2.2, herein, unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.

Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.

The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work.

Executed this _____ day of _____, 20____.

Name of Company/Individual:

Address, City, State, Zip:

Tel #	Email:
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Name and Title of Person Signing	
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Signature of Authorized Individual

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:
Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____

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PART 3: TECHNICAL SPECIFICATIONS

General

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified landscaping services. The basic work includes removing of weeds, mowing and trimming, mulching, tree pruning, removing litter and debris, leaf-removal, planting, irrigation repairs at the mentioned locations.

This contract shall also include unscheduled work, as defined herein, to be performed at the discretion and direction of the City, and at the prices herein established. The hours of work shall be coordinated between the DPW Superintendent of Buildings & Grounds (DPW Superintendent) and the contractor.

Location

1. John F. Kennedy Elementary School
Cherry St, Somerville, MA 02144
2. Arthur D. Healey School
5 Meacham Street, Somerville, MA 02145

Scope of Work

The above mentioned work shall be performed at the frequencies (i.e. weekly, monthly, and semiannually) as outlined below:

Weekly Basis

- Remove weeds from planted areas.
- Mow turf in grassed areas around perimeter of school utilizing a mulching mower.
- Remove broken or damaged plant material.
- Trim plant material that has become a hazard (blocking driver's line of vision, pedestrian pathways, etc.)
- Check irrigation equipment for leaks, breaks, and malfunction, and repair as needed.
- Check and maintain irrigation systems for efficient water application reducing overspray and eliminating all runoff from leaving the planted areas.
- Selected contractor must demonstrate knowledge of the operation and programming of controllers installed at Kennedy School and Healey School locations. Only slight adjustments may be necessary to these controllers.

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Monthly Basis

- Inspect all irrigation valves and emission devices to be sure they are functioning properly.

Semi-annual Basis

Apply bark mulch in all planter areas that have mulch. Plant crowns are not to be covered. Decorative rock is not to be covered. Contractor will spread the mulch. City will be providing the approved mulch.

Unscheduled Work

From time to time during the term of this contract the DPW Superintendent may call upon the Contractor to perform related landscaping work in addition to the regularly scheduled work at the Healy and Kennedy Schools. Such work would not be limited to inspecting trees for diseases & insect infestations, annual and seasonal plantings, trimming of plants, tree pruning and fertilizing, irrigation repairs, and additional mulching or mowing.

Bidders shall provide rates for parts and materials and labor as noted on the price form. If the bidder offers a discount or will charge a mark-up on the parts and materials, such percentages must be provided on the bid price form. Labor rates are not subject to further markups. Examples of the types of parts and materials that the awarded contractor may need to furnish to complete any unscheduled work may include but not be limited to the following: sprinkler heads, piping, replacement pavers, etc.

Description of Basic Work

Mowing

The Contractor will be required to cut and edge a total of roughly 55 acres of grass at the above-mentioned locations as often as once per week when necessary starting the first week of May and continuing until the last week in April. The City reserves the right to direct the Contractor to postpone, cancel, or reschedule a scheduled mowing due to weather or other conditions.

Weather permitting; mowing shall be completed at each location according to a schedule agreed upon with the DPW Superintendent. The Contractor and the City shall agree upon the optimum day prior to the beginning of the growing season and the Contractor shall provide the City a written mowing schedule for each location. The City shall reserve the right to adjust the designated mowing days based on seasonal programming schedule changes, with advance notice to the Contractor.

All litter and debris (including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, etc.) shall be removed from the grass area prior to mowing. Care shall be taken to avoid skips, clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2 inches throughout the season, unless otherwise directed by the City. The City may instruct the Contractor to mow at a lower height for the final mowing of the season.

The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be bagged and removed by the Contractor and disposed of as yard waste. In areas large enough, mowing patterns shall vary weekly.

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In open spaces that require mowing, the Contractor shall complete edging work at these locations on the same day and at the same frequency that mowing takes place.

Trim all grass edges during each mowing session, including sidewalks, curbstones, light poles, fences, trees, signs or other obstructions found in the lawn area. Care shall be taken not to damage tree trunks or other structures.

All edging work (power and/or hand equipment) shall be conducted simultaneously with each mowing, and shall not be completed more than two working days behind grass mowing as completed in the same area. The Contractor shall organize his or her operations accordingly.

Trimming

The Contractor shall be required to trim hedges and other plantings at the mentioned locations.

Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but not be limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. The Contractor shall ensure that trees, shrubs, groundcovers, flowers, etc. are not girdled or damaged by maintenance equipment. Following trimming, the Contractor shall clear all hardscape and open areas of debris. The Contractor shall collect the trimmings in paper yard waste bags and dispose of as yard waste.

In conjunction with each mowing, the Contractor shall perform trimming of grass that the power mowers are incapable of reaching due to its close proximity to obstructions.

Mulching

Mulch shall be provided by the City. Mulch shall be applied with a direct delivery bark mulch blower, unless otherwise agreed by both the City and the Contractor. Following application, the resultant mulch surface shall not exceed 1.5 inches total. Mulch shall not come in contact with the trunk or root flare of any trees or other woody vegetation (mulch should be two to three inches from trunks of plants).

The City may direct the Contractor to only apply a surface coating of mulch to those plants that have been over mulched in the past.

Prior to applying mulch, the bed is to be cleared of all debris, litter, weeds and undesirable plants and disposed of offsite at the expense of the contractor. Any existing mulch that is excessively built up around desirable vegetation is to be raked out beyond the drip line of the plant.

Leaf Removal

The contractor shall not remove any leaves unless given prior direction by the DPW Superintendent. All leaves are to be removed by the contractor from each location. Generally, the time when the majority of the leaves have fallen from the trees is late November.

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In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. Leaf removal shall be performed once each fall, on or after a date determined by the Commissioner, generally after the majority of leaves have fallen, the Contractor shall be responsible for the collection, transportation and off-site disposal of all leaves removed from the sites.

All gas-powered blowers must meet current standards as defined by the American National Standards Institute. Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin, nor shall it be blown onto adjacent property, vehicles, persons, or pets. Blowers shall not be used to loosen heavier debris. Blowers shall not be used to move large debris piles from one spot to another. The muffler, air intakes and all filters of gas-powered blowers shall be checked routinely to ensure efficient operation. All blowers shall be equipped with the longest possible nozzle extension for that model, to direct the air stream as close to the ground as possible.

Minor Irrigation Repairs

Minor irrigation repairs that are part of this proposal shall include but are not limited to:

- Sprinkler head repairs (nozzle cleaning, adjustment or replacement).
- Lateral pipe repairs to individual irrigation zones.
- Drip irrigation repairs to individual irrigation zones e.g. tubing, emitters.
- Irrigation control valve diagnostics (but not valve replacement).
- Adjustment, repair and/or replacement of existing sprinkler equipment or parts with identical equipment or parts.
- Programming, and/or adjustment of irrigation controllers and minor adjustments to Smart controllers.

Major Irrigation Repairs

The Contractor will get authorization from the DPW Superintendent or designee for major irrigation repairs. Major irrigation repairs shall be under a separate purchase order within the scope of the Agreement and would qualify as “unscheduled work.”

Major irrigation repairs include, but are not limited to:

- Addition of new irrigation components for the purposes of improving coverage.
- Control valve replacement.
- Mainline irrigation repairs.
- Irrigation repairs that affect more than one irrigation zone.

Planting

Planting will be performed on as-needed basis. Approval from the DPW Superintendent must be obtained prior to installing any plant material. The purchase of all plant materials provided by the City of Somerville shall be handled under a separate purchase order. DPW superintendent or designee may, from time-to-time, request that the Contractor install new plant materials, transplant or remove existing plant materials. DPW superintendent or designee will provide advance notice to the Contractor of new material to be installed. All newly planted or transplanted materials are to be watered immediately after planting. If additional irrigation is required to irrigate the new plant material, Contractor will get authorization from

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DPW superintendent or designee and install it under a separate purchase order. No living plant materials are to be removed or transplanted without the prior consent of DPW superintendent or designee.

Tree Pruning

All major tree pruning, anything over 12 feet, will be at the discretion of DPW superintendent or designee and will be performed on an as-needed basis. Contractor shall discuss need with DPW superintendent or designee should trees require trimming above 12 feet. Minor tree pruning (under 12 feet) shall be performed in accordance with best practices for pruning. All pruning must be done from the ground; no climbing of trees, ladders, or buildings. Any tree requiring removal due to damage or disease shall be authorized by DPW superintendent or designee. Exception to prior approval would be in the event of immediate danger of damage to property on or off-site that could be caused by subject tree(s), or cause injury to individuals. Any tree removed shall have the stump ground below grade or removed.

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

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