

PURCHASING DIVISION  
CITY OF WORCESTER  
MASSACHUSETTS 01608-1895  
ROOM 201 - CITY HALL, 455 Main Street  
PHONE (508) 799-1220

SEALED BID INVITATION  
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-8733-W7
DATE: June 9, 2026
CITY OF WORCESTER Christopher J. Gagliastro, MCPPO Purchasing Agent
BUYER: Christopher Gagliastro

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS  
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

**COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:**

DATE: JULY 1, 2026 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE "Sealed Bid No. CR-8733-W7, Landscape Maintenance Services / DPRC"

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

**GENERAL**

1. This Bid Invitation covers: provide all labor, and equipment necessary and proper for landscape maintenance services at medians, square, bike paths, etc. as per the requirements and specifications of the City of Worcester Department of Parks, Recreation & Cemetery for a period of one year from date of contract. This contract may be renewed for a second and third contract year, at the sole discretion of the City. (see page 10 for renewal info.)
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.  
**NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. **Questions pertaining to this bid must be directed to Christopher J. Gagliastro via email at [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

8. The following meanings are attached to the defined words when used in this bid form.
  - (a) The word “City” means The City of Worcester, Massachusetts.
  - (b) The word “Bidder” means the person, firm or corporation submitting a bid on these specifications or any part thereof.
  - (c) The word “Contractor” means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
  - (d) The words “Firm Price” shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the

proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

### **INSURANCE AND WORKER'S COMPENSATION**

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City 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 for damages 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 contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

### **DISCOUNT**

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

### **GUARANTEE**

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

## **DELIVERIES AND COMPLETION**

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

## **SAMPLING AND ANALYSIS**

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

(3) If a Corporation

Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Qualified in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER \_\_\_\_\_ TITLE \_\_\_\_\_  
PLEASE SIGN

DATE \_\_\_\_\_ BID SECURITY \$ \_\_\_\_\_

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

NAME (PLEASE PRINT) *Contract Administrator* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL (Customer Service Rep.): \_\_\_\_\_

E-MAIL (Contract Administrator): \_\_\_\_\_

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" 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."

(Please Print) \_\_\_\_\_  
Name of Person Signing Bid

\_\_\_\_\_  
Signature of Person Signing Bid

\_\_\_\_\_  
Company

**No award will be made without vendor certification of the above.**

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES  NO

Delivery to be made to: Worcester, MA

This Bid includes addenda numbered \_\_\_\_\_

**NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!**

**BIDDER TO COMPLETE ITEMS BELOW**

Item No.	Estimated Quantity	Description	Mfg.	Model No.	Unit Price	Total Amount
		<p><b>Provide landscape maintenance services for a period of one year from date of contract as per the attached requirements and specifications of the City of Worcester Department of Parks, Recreation &amp; Cemetery.</b></p> <p><b>Any and all questions regarding this bid must be directed to Chris Gagliastro at <a href="mailto:gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a></b></p>				<p><b>See pricing page</b></p>

TERMS, PROMPT PAY DISCOUNT \_\_\_\_\_% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required by the City DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER \_\_\_\_\_

# **DISCLOSURE OF CONTRACT RENEWAL**

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed \_\_\_\_\_ % for the second contract year.  
**(TO BE COMPLETED BY BIDDER)**

In no event will increase exceed \_\_\_\_\_ % for the third contract year.  
**(TO BE COMPLETED BY BIDDER)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION,  
PLEASE INDICATE BY CHECKING THIS BOX:

**IMPORTANT**

**It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.**

**All other Terms and Conditions to remain the same.**



## SECTION ONE

### GENERAL CONDITIONS

1. **Scope of Work** - Provide all labor, materials, equipment, supervision, and other services and permits required to complete the work in accordance with the specifications for “landscape maintenance services for medians, islands, bike paths, sidewalks, parks & squares at various locations within the public right of way or on City property.” as prepared by the City of Worcester hereinafter referred to as the “Owner”.
2. **Superintendence, Skilled Labor, and Employees** - The Contractor shall assign a suitable superintendent to this contract for its duration. (the Superintendent) shall always be present while the work entrusted to them is in progress and shall be thoroughly knowledgeable and informed concerning every aspect of this work. All staff employed by the Contractor shall be skilled, experienced, and trained in the particular scope assigned to them.

As per Notice to Bidders, the Bidder must secure and must provide certificates of insurance certifying that they have the minimum coverage specified. See front-end documents for insurance requirements.

The Contractor shall be responsible for knowing and fulfilling all applicable local, state and federal laws, OSHA, and any and all regulations concerning the performance of this contract. The Bidder/ Contractor shall immediately advise the Owner or designated agent of any changes in laws as they may affect the performance of this contract. In addition, the contractor shall keep accurate and complete records of all work performed under this contract, such records shall be available for inspection by the Owner.

The Contractor shall furnish the Owner, upon request: resumes, licenses, credentials, etc., of the employees working on this contract.

If any person employed on this contract is insubordinate or appears to the Owner to be incompetent or disorderly, he shall be discharged immediately on the demand of the Owner and shall not be employed on the work without the approval of the Owner.

The Contractor shall furnish the Owner with an estimated cost for July – November and March – June. The document shall be an excel spreadsheet or another format approved by the City.

3. **Examination of the Sites** – Sites will include the following locations with additional locations to be determined as needed.

Those sites include:

Airport Rotary & Airport Drive	Asselin Square
Auditorium	Austin Street
Beaconsfield Road & Chesterfield Road	Belmont St. Islands
Billings Square	Black Eagle
Blackstone Bike Path	Blackstone Gateway Park
Blackstone Gateway Park River	Boyce Square
Brook Street Bridge & Larson Sq	Castle Park

Chamberlain Parkway  
Coes Pond Beach  
Eastern Avenue  
Frostholm Island  
Goddard Memorial Dr. @ Beatrice Dr  
Grove Street & Gold Star Island  
Hamilton Street Banking's  
Indian Hill Square  
Indian Lake Parkway  
Institute Park (Fire Fighters Memorial)  
Lake Ave Medians  
Lincoln St. & Belmont St. Island  
Lincoln St Rotary  
McKeon Rd. @ 146  
Melrose Square  
MLK Boulevard  
North Lake Ave  
Plantation St  
Shore Drive  
Southbridge St  
Sunrise Ave  
Tallawanda Square  
Triangle Square  
West Mountain Street  
149 W Boylston Drive

Coal Mine Brook  
Deedy Square  
Foster Street  
Goddard Memorial Dr.  
Grabowski Square  
Hamilton St.  
Hapgood Island  
Indian Lake Beach  
Institute Park (Fire Department HQ)  
Kalmar Ave  
Liberty St @ Glenn St  
Lincoln St. @ Boylston  
Main Street (Gates Lane School)  
McKeon Rd  
Mill Street Medians (Coes Street to VFW Post)  
Morris Square  
Pickett Plaza  
Quinsigamond War Memorial  
Shrewsbury Street (Belmont to Mt Carmel Way)  
South Flagg Street  
Tainter St.  
Thorndyke Rd @ Monteret Rd  
Vincent Square  
146 Catwalk/ Hurley Square

Wood Chip Pickup & Delivery

**Conservation Properties:**

Apricot Street  
Belmont Street #257  
Darnell Rd  
Mill Street 446 & 520  
South Flagg St 180  
Westview Rd. 10

Ararat Street & Ridgewood Road  
Country Club Blvd & White Ave  
Grove St 527  
Mill Street 200-242  
Vincent Cir. 28

The City reserves the right to remove or add to each location as needed. Contractor may be requested to perform maintenance services at additional designated sites as they become available, or work is needed by the City. Any work will be paid for at the applicable unit prices as noted on the pricing page.

Note: this scope involves landscape maintenance services for medians, islands, bike paths, sidewalks, parks & squares at various locations within the public right of way or on City property.

4. **Time for Completion** – This contract shall be priced per site and/or per square yard with various scopes defined and specific quantities provided. Quantities are for bid purposes only. This work, public safety in nature, shall be completed in an expeditious and consistent day to day basis until all work is complete to the satisfaction of the specification. Work shall begin within five days of the award of the contract and all work must be completed based on the schedule identified by the City once the contract is awarded unless a waiver is approved by the City of Worcester. All schedules may change based on weather, acts of god, or needs of the City. Failure to respond in the designated time period may result in the City holding the Contractor in breach of contract and it must be noted that liquidated damages will apply.
  5. **Liquidated Damages** - Please note that liquidated damages will apply to this project if the contractor fails to complete the work within the time specified. Please see Item 4. “Time for Completion” for schedule. Liquidated damages of \$100 per calendar day will be assessed against the contract balance for each and every day the work remains incomplete (stump locations noted still remain beyond defined contract period)
  6. **Night, Saturday, Sunday, or Holiday Work** - Night, Saturday, Sunday, or Holiday Work will be permitted only to the extent that is absolutely necessary, and only with the written consent of the Owner. Standard hours shall be Monday through Friday from 7:00 A.M. to 5:00 PM. Schedules must reflect these parameters.
  7. **Weather Conditions** – The Contractor shall be responsible to employ all means and measures to perform this work as assigned. No work shall be done when, in the opinion of the Owner, the weather or conditions are unsuitable. Any delay or interruption in the work due to weather conditions must be documented, submitted in writing, and approved by the Owner in order to extend the time for completion.
  8. **Guarantee** - The Contractor shall guarantee all work performed under this Contract against all defects of workmanship for the period as follows acceptance by the Owner:
    - Mowing – one (1) week
    - Trimming – one (1) week
    - Brush Clearing – four (4) weeks
    - Trash/ littler cleanup – two (2) days
- Under this guarantee, Contractor shall return to complete the work to the satisfaction of the contract if it is determined the work was not done in conformance with the specification.
9. **Provisions Required by Law Deemed Inserted** - Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were inserted therein; and if, through mistake or otherwise, any provision is not inserted or is not correctly inserted, then, upon the application of either party, the contract shall be forthwith physically amended to make such insertion or correction.
  10. **Or Equal** – Not Applicable
  11. **Laying Out Work** – See Item 12, “Schedule of Work”

12. **Schedule of Work** – See General Conditions, Item #4. Please note the Contractor will be solely responsible to provide a full schedule of locations and the means and the methods of approach to completing this project within the terms and the conditions of this specification. The schedule must be approved by the City. The Contractor will also be solely responsible to post the streets and the locations of proposed work in advance of their schedule to better assure access to these locations. The City will not be held responsible for access issues due to parked motor vehicles and other obstructions common in the public way. Schedule extensions will not be entertained or granted. It must also be noted that damage claims for common, avoidable obstructions will not be entertained or granted. It is the Contractors sole responsibility to ensure their equipment may operate safely within the work area.
13. **Scope of Work Modifications** - The Owner reserves the right to reduce or to add to this contract.
14. **Owner’s Representative** - The term Owner’s Representative for the intent of this contract shall be the City of Worcester’s Department of Parks, Recreation, and Cemetery and accordingly, the Commissioner or duly assigned agent.
15. **Other** -
  - A. Protection of Persons and Property - The Contractor shall perform all work in a safe and orderly manner and shall protect all existing areas and City trees (designated to remain) from damage, repairing and or replacing any damage caused by his/her operations at no cost to the Owner. Through the erection of warning signage, and/ or other approved and mandated means required, the Contractor shall protect from injury all persons and or vehicles stationary, passing and/or moving by or near the sites. If necessary, based on all applicable law, statute, and regulation, the Contractor shall provide security fence and enclosures as required by job conditions to ensure protection of persons, materials, and work on the sites. The Contractor shall safely protect the property of the City and all adjacent property from loss or damage as a result of his work and shall repair or replace any damage, injury, or loss resulting from this Contract at no additional cost to the Owner.
  - B. Traffic - The Contractor is warned that they must carry on operations in such a manner to allow full, uninterrupted traffic flow on the streets of the work site. The Contractor shall coordinate any off-duty police officer assignments required for work under this contract, as determined by need and approved by the Owner. It is not anticipated that police detail will be needed but should it be required, the Contractor must coordinate and City will pay for these assignments directly.
  - C. Safety Regulations - The Contractor shall conduct all operations in strict accordance with all applicable OSHA (i.e., OSHA 1910.269 CFR, etc.) and State safety regulations. The Contractor shall assume the entire responsibility for the safety of employees during his/her implementation of the scope specified and shall be responsible for all injury resulting from the failure thereof. The Contractor shall always have all staff in high visibility clothing as the outer most layer with the name of the company on said clothing.
  - D. Photo of sites – The Contractor shall take before and after pictures of each site and supply these photos to the City as requested. These photos will identify the area, which is addressed, that date of the photos and any other requests of the City that may come up during the life of this contract.

16. **Utility Company Coordination** – Contractor is fully responsible for all coordination to ensure all locations are marked by DIGSAFE if required and the City’s Department of Public Works Water, Sewer & Engineering Divisions. Once marked, it is the Contractor’s full responsibility to notify the City seven days in advance of the scheduled work in an area that requires excavation in an area where any and all utility conflicts arise due to the designated work as per the terms and conditions of this contract.
17. **Payments** - To be as follows or as mutually agreed upon:
- Application for payment or invoice to be submitted (referencing the specific contract and P.O.) at the completion of the assigned work or as agreed to by the Owner.
- Payment (retention) may be withheld at the discretion of the Owner on account of the one or more of the following: defective work not remedied; claims filed, failure of the Contractor to make payments in a timely manner to subcontractors or for labor, material, or equipment, and/ or unsatisfactory prosecution of the work by the Contractor.
18. **Guarantees and Warrantees** - The Contractor and any subcontractors (if applicable) shall guarantee their workmanship as described in section 8 and acceptance by the Owner, and shall make good, without any cost to the Owner, any defect that may occur during this period (see Item #9).
19. **Permits, Fees, and Notices**
- A. Permits and Fees - The Contractor shall secure and pay all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work which are customarily secured after the execution of a contract, and which are legally required based on the scope of work.
- B. Notices - The Contractor shall give all notices and comply with all laws, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
20. **Precedence of Documents** – Not Applicable.
21. **Shop Drawings and Samples** – See Item 12 “Schedule of Work”. Also, formal submittals will be required for the proposed sign to be posted per the Technical Specification. Submit three copies for review and for processing.
22. **Project Clean Up** - At all times the Contractor shall keep the premises of all the noted sites free from accumulated waste materials (grass clippings, brush, wood chips, soil, and/ or rubbish) caused by their operations. At the full completion of all work, Contractor shall IMMEDIATELY remove all waste materials (grass clippings, brush, wood chips, soil, and/ or rubbish) from and about the premises as well as tools, equipment, machinery, and all surplus materials. NO EXECPTIONS.
- Should the Contractor shall not leave the premises in a disorderly condition, the Owner shall require the Contractor to return within 24 hours to the premises at issue or may undertake the cleanup work and the cost of such work shall be deducted from subsequent payment to the Contractor.
23. The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder or its claim thereto, without previously written consent of the Owner.

TECHNICAL SPECIFICATIONS  
LANDSCAPE MAINTENANCE SERVICES FOR MEDIANS, ISLANDS, BIKE PATHS,  
SIDEWALKS, PARKS & SQUARES AT VARIOUS LOCATIONS WITHIN  
THE PUBLIC RIGHT OF WAY OR ON CITY PROPERTY.

- Mowing/ Trimming:
  - Provide mowing to a height of 2.5” to 3.0 “ in height and trimming of all median/island to **include edging (above and around curb) & tree wells** of each median/island curb per schedule approved by the City. If there are questions regarding the mowing and trimming, the Contractor must ask for a review of the area by the Owner before any and all work is completed.
  - Mowing/ Trimming shall be as needed and/or on a schedule as approved by owner
  - Provide mowing and trimming of adjacent right of ways (sidewalk areas) and curb lines as to cut all growth (including removal of any stumps) back three (3) feet from edge and fifteen (15) feet in height of curb or back of sidewalk or guardrail/fence whichever is furthest from the road
  - Prior to performing any mowing or trimming contractor will need to remove any litter or debris that may be cut up and then spread throughout the area or thrown into the roadway. An example of this would be the removal of a coffee cup that could be cut up in the mower the discharged to cause this trash to spread throughout the mowing area.
  - All sidewalks must be blown clear of debris after each mowing
  - All adjacent areas that are mowed and trimmed must be cleared of debris from said work
  - Mowing/ Trimming maintenance must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users are encountered.
  - Contractor must supply a calendar of specific dates work will be performed
  
- Trash/Litter Removal:
  - Trash/ Litter removal from islands, medians, squares, street gutters & side of roads.
  - Trash/ Litter removal shall be as needed and/or on a schedule as approved by owner
  - Contractor shall assure a complete and thorough removal of all trash, debris and litter. Trash/Litter removal includes, but not limited to, the removal of all visible trash from area.
  - All trash/debris shall be removed from each site and disposed of at the Contractors expense
  - Trash/ Litter removal maintenance must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users are encountered.
  - Blowing/ clearing of pathway/bikeway/sidewalks shall be completed at each scheduled maintenance
  - Contractor must supply a calendar of specific dates work will be performed
  
- Pathway/ Bikeway Maintenance:
  - Contractor shall remove all visible trash, litter and debris on pathways & bikeways
  - Contractor shall ensure limbs/foliage fifteen (15) feet in height and three (3) feet off each side of the pathway through trimming on an as needed basis but no less than 8 times per year
  - Safety related and visibility pruning along pathways shall be done as directed by the City at no additional cost.
  - Blowing/ clearing of pathway shall be completed at each scheduled maintenance
  - Pathway & Bikeway maintenance must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when pathway users are encountered.
  - Contractor must supply a calendar of specific dates work will be performed

- River Trash Removal:
  - Contractor shall remove all trash, litter and debris visible from the boardwalk
  - Contractor shall remove all trash, litter and debris at the main bend of the river
  - Contractor shall assure a complete and through removal of all trash, debris and litter.
  - Trash/Litter removal includes, but not limited to, the removal of all visible trash from area.
  - All trash/debris shall be removed from each site and disposed of at the Contractors expense
  - Trash/ Litter removal maintenance must be performed in a way to ensure that all users are protected. All machines must be idle when users are encountered.
  - Trash/ Litter removal shall be as needed and/or on a schedule approved by owner
  - Contractor shall assure a complete and through removal of all trash, debris and litter.
  - Contractor must supply a calendar of specific dates work will be performed
  
- Mulching of Beds
  - Contractor shall install mulch within existing plant beds and around tree wells
  - Mulch materials shall be approved by Parks personnel prior to placement
  - Contractor shall install mulch at a depth of two (2) inches
  - Contractor shall trim all bushes & hedges before installing new mulch
  - Contractor shall up branching bushes & hedges before installing mulch so there is a clear view at grade of the planting bed
  - Prior to performing any mulching contractor shall weed each bed and remove all trash, debris and litter.
  - Mulch installation must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users are encountered.
  - Contractor must supply a calendar of specific dates work will be performed
  
- Landscaping/Cleanup Plant Beds
  - Contractor shall cleanup and remove weeds within existing plant beds and around tree wells
  - Contractor shall trim bushes & hedges approximately two (2) times a year as required
  - Contractor shall remove all trash, debris and litter while performing any cleanup and weed removal.
  - Cleanup and weed removal must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users are encountered.
  - Contractor must supply a calendar of specific dates work will be performed
  
- Brush & Overgrowth Mowing/Trimming
  - Contractor shall mow and trimming of right of ways (sidewalk areas) and curb lines as to cut all growth back fifteen (15) feet in height and three (3) feet from edge of curb or back of sidewalk or guardrail/fence whichever is furthest from the road
  - Prior to performing any mowing or trimming contractor will need to remove any litter or debris that may be cut up and then spread throughout the area or thrown into the roadway. An example of this would be the removal of a coffee cup that could be cut up in the mower the discharged to cause this trash to spread throughout the mowing area.
  - Mowing/ Trimming maintenance must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users are encountered.
  - Contractor must supply a calendar of specific dates work will be performed

- Existing Plant Removal, Loam & Seed
  - Contractor shall remove all existing plants within the identified area except trees
  - Contractor shall loam and seed entire area
  - Contractor shall guarantee grass establishment and water as necessary.
  - Contractor shall be responsible for all supplies, materials, equipment, labor and police details to perform this work.
  - All work must be performed in a way to ensure that all users are protected. All machines and blowers must be idle when users or vehicles are encountered.
  - Contractor must supply a calendar of specific dates work will be performed
  
- Wood Chip Pickup & Delivery Service:
  - Contractor shall provide all equipment, transportation and delivery of wood chips from any location in the City of Worcester or the USDA/DCR chip site (currently in West Boylston on the property of the Worcester County Jail & House of Correction) to any location within the City of Worcester or property owned by the City of Worcester outside the City limits. (Loading of chips will be completed by the City or designated representative)
  - Contractor shall be responsible to contact each site manager where chips are to be delivered and schedule the date, time and location of each chip delivery.
  - The City of Worcester will approve/authorize each chip delivery and send the Contractor the contact information for each site manager.
  - The Contractor shall use either a trailer dump, ten-wheel dump or a one-ton dump for each delivery based on the needs of each site manager.
  
- Additional Landscape Maintenance Services:
  - Contractor shall provide additional landscape maintenance services such as mulching and landscaping beds/islands on an as needed basis as requested by the City.
  - Examples of this work include provide planting of annual and perennial plants, flower beds, complete renovation of a specific area, shrub beds and trees will be mulched at a depth of 3” once per year in April/May.

Pricing for this additional service work shall be negotiated with the Contractor.

City reserves the right to solicit separate pricing for this additional service work if an agreeable price cannot be negotiated.

- Written Inspection Report:
  - Contractor shall provide the City with a written inspection report for each maintenance operation they complete detailing the following:
    - General site conditions when arriving
    - Identification of vandalism or safety issues
    - Listing of all work completed with date, time and staff
    - Amount of trash removed from the site
  
- Live Tree Removal:
  - There shall be no live tree removal of greater than 3 inches without written approval by the City.

### Contractor Requirements:

- The contractor shall supply the City with a Master Schedule of when all work will be completed at each site. This schedule shall be completed before any work is completed and must be approved by the City of Worcester.
- The contractor shall inform the City the day before work is being completed and the day work has been completed so as to advise of any issues.
- The written report shall be submitted the day after work is completed, unless there is a major safety issue. If that is the case the contractor shall advise the City immediately of any issues.
- Contractor is responsible for responding to emergencies as deemed by the City. Contractor shall supply an emergency response number (office and mobile). Contractor to provide a 24-hour emergency telephone numbers where key personnel can be reached at all times without delay.
- The Contractor in each and every case, per Item 3 “Examination of the Sites”, it is the Contractor’s full responsibility to determine the proper means and methods to achieve the net results
- The Contractor’s lawful disposal of all waste generated as a result of this contract must be done in accordance with all applicable law, code, statute, and regulation. All disposals of waste must be in accordance with provision of Chapter iii, Section 150a of the General Laws. The contractor shall be required to provide slips verifying legal disposal when required.
- The awarded contractor will be required to meet all requirements of the United States Department of Aquiculture, Asian Longhorned Beetle Eradication program. This will include completion of compliance training and any other requirements as set forth by program regulations. It will be the responsibility of the contractor once awarded to contact the USDA to schedule all trainings and review requirements.
- Any damage caused by the actions of the contractor to pavement, street, sidewalk, grass areas, or other property must be repaired to the satisfaction of the Owner and the cost shall be borne by the contractor, no exceptions. Furthermore, the contractor is responsible for all damages caused to persons or their property as caused during the performance of their work.
- The Contractor will be required to supply, to temporarily install, and to remove temporary postings on these streets and at these locations prior to specified work (See Item 4, “Schedule of Work”). These signs shall be a minimum of 18” X 24”, be professionally prepared by an approved sign maker, shall be manufactured / composed of materials (plastic, aluminum, vinyl, etc.) that are suitable for exterior, exposed conditions, shall be bright (orange or safety green in color with black lettering), legible, and neat in appearance for the duration of the contract, and shall be attached to elements within the City’s right-of-way via approved, suitable, reversible means such as quick-ties, etc. The signs shall read “Maintenance Work – No Parking per Order of the Chief of Police, City of Worcester Department of Parks, Recreation and Cemetery” and include the City Seal. Font size and final wording will be refined and will be approved through the submittal process detailed in Item 22 “Shop Drawings and Submittals”. Signs shall be posted in sufficient quantities in the locations of proposed work and well in advance of proposed work (minimum of 24 to 48 hours). Signs shall be removed immediately upon completion of said work at said location. At the completion of this entire project, all signs shall be turned over to the Owner.