



TOWN OF ARLINGTON, MASSACHUSETTS

INVITATION FOR BIDS

IFB #26-16

INVITATION TO BID

The Town of Arlington, MA (hereinafter the "Town"), invites SEALED bids, pursuant to M.G.L. c. 30B, for **Contract #26-16 Turf Treatment – Various Playing Fields & Mt Pleasant Cemetery**. The scope of work consists in general of seasonal turf treatment at approximately two dozen playing fields and Mt Pleasant Cemetery, including core aeration, slice seeding, overseeding, fertilizing, soil testing, and deep tine aeration.

Bids will be received until **2:00 p.m. on Thursday, March 12, 2026**, at the Office of the Town Manager/Purchasing Department, Town Hall Annex – 2nd Floor, 730 Massachusetts Avenue, 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 electronic download via the Town's website at www.arlingtonma.gov/purchasing. **Bids must be submitted on the forms provided therein and in a sealed envelope bearing the bidder's name, address and telephone number and the words "IFB #26-16 Turf Treatment – Various Playing Fields & Mt Pleasant Cemetery."**

The contract is for the period beginning **April 1, 2026**, and ending **December 31, 2026**. The Town may, at its sole discretion, renew the contract for two additional terms in one-year increments (**April 1, 2027**, through **December 31, 2027**, and **April 1, 2028**, through **December 31, 2028**). The contract will be awarded to the responsible and responsive bidder offering the lowest price for Year 1 for all locations combined.

All bidders must perform site visits on their own prior to submitting a bid.

The contractor will be required to execute the Town's Standard Contract Document, attached hereto as Appendix A.

Notification of the intent to award the contract will be made as soon as possible but no later than forty-five (45) days from the date of the bid opening.

Questions concerning this Invitation for Bids must be submitted via email to the Town's Purchasing Agent Mary Ellen De Natale at mdenatale@town.arlington.ma.us before 4:00 p.m.

four business days before the date set for the opening of bids. Written responses will be issued on the Town's website www.arlingtonma.gov/purchasing in the form of an addendum.

The Town Manager reserves the right to cancel this Invitation for Bids, or reject in whole or in part any and all bids, if he determines that cancellation or rejection serves the best interests of the Town.

TOWN OF ARLINGTON

James Feeney
Town Manager

February 26, 2026

END OF INVITATION TO BID

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

Sealed bids, on bid forms furnished for that purpose, will be received at the Town Manager's Office, Town Hall Annex – 2nd Floor, 730 Massachusetts Ave, Arlington, MA 02476, until the time and date specified in the Invitation to Bid, at which time they will be publicly opened and read aloud. Any bid received thereafter shall not be considered.

If at the time of the scheduled bid opening Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day, Fridays excluded. Bids will be accepted until that date and time.

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid form, but the intended correct bid is not similarly evident.

All bid prices submitted in response to this IFB must remain firm for forty-five (45) days following the bid opening.

B. PREPARATION OF BIDS

Each bid must be submitted on the bid form attached hereto. A Certificate of Non-Collusion and any and all additional forms specified 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 certificates must be fully completed and executed when submitted.

A bid must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

Each bid must be submitted in a sealed envelope bearing on the outside the name, address and telephone number of the bidder and the bid number and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope must be placed inside a second sealed envelope addressed to the Town Manager's Office/Purchasing Department, Town Hall Annex – 2nd Floor, 730 Massachusetts Ave, Arlington, MA 02476.

The Town may consider unresponsive any bid not prepared and submitted in accordance with the provisions specified herein and may waive any informalities in or reject any and all bids.

C. 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.

In order to demonstrate the bidder's ability to complete the work in accordance with the bid and contract documents, each bid must include:

- 1) any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law,
- 2) all assessed penalties or liquidated damages, and the project in which they occurred,
- 3) any and all contract terminations,
- 4) at least three references for contracts in the past five years that are similar in size and nature to the work specified herein,
- 5) a list of the total number of supervisors and workers intended to be assigned to this project.

D. CONDITIONS OF WORK

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

E. 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 Mary Ellen De Natale, Purchasing Agent, at mdenatale@town.arlington.ma.us, and to be given consideration must be received at least four (4) days, Saturdays, Sundays and legal holidays excluded, 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 Invitation for Bids posted to the Town's website at www.arlingtonma.gov/purchasing. It is the sole responsibility of the bidder to ascertain the existence of and obtain any addenda issued by the Town. Failure of any bidder to obtain any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the bid and contract documents.

F. LAWS AND REGULATIONS

The attention of bidders is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance

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.

G. 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 the lowest bid exceeds said 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 Town.

H. CONTRACT OBLIGATION

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

I. CONTRACT TERM

The term of this contract will be for one year commencing April 1, 2026, and ending December 31, 2026. The Town reserves the right, at its sole discretion, to renew the contract for two additional years, in one-year increments, at the bid price submitted for each year.

J. SALES TAX

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

K. NON-DISCRIMINATION IN EMPLOYMENT

Contract for work under this proposal will obligate 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.

L. TOWN OF ARLINGTON STANDARD CONTRACT GENERAL CONDITIONS/INSURANCE

The selected contractor shall be required to execute the Town of Arlington Standard Contract, attached hereto as Appendix A, and carry the insurance coverages specified therein.

END OF INSTRUCTIONS TO BIDDERS

SCOPE OF SERVICES

- A.** The locations of the work to be performed as part this contract consist of playing fields (hereinafter “Group 1”) and Mt Pleasant Cemetery (hereinafter “Group 2”). The individual properties and the services to be performed for each Group are as follows:

Group 1: Playing Fields (lot acreages 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
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 Contractor shall perform the following services at each Group 1 location. (Note: the Department of Public Works 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 shall be 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: Mount Pleasant Cemetery (35 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 shall be 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**

B. 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 at least three contracts of a similar size and nature.

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.

C. 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.

D. 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.

E. 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, the work of the contract constitutes a hazard to traffic in the area, the contractor may be required to suspend operations during certain hours.

F. 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.

G. 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.

END OF SCOPE OF SERVICES

BID FORM

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for **Contract #26-16 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, 2026–December, 31, 2026). The Town may, at its sole discretion, renew the Contract for two additional years, in one year increments, at the bid prices submitted for those years.

YEAR 1

Total Price Group 1 and Group 2 \$ _____
_____ dollars
(in words)

YEAR 2

Total Price Group 1 and Group 2 \$ _____
_____ dollars
(in words)

YEAR 3

Total Price Group 1 and Group 2 \$ _____
_____ dollars
(in words)

DATE _____

Company Name

Authorized Signature

Printed Name and Title of Signatory

Business Street Address

City, State, Zip Code

Business Telephone

Contact Person/Email Address

Complete the section below that applies to the bidder and attach this form to the bid:

1. If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

2. If a Partnership (list all partners):

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

3. If an Individual:

Name: _____

Residence: _____

4. If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

5. Other form of business organization:

Bidder's Company Name _____

Price Sheet YEAR 1
April 1, 2026 – Dec. 31, 2026
(This form must be attached to sealed bid).

GROUP 1

Item 1

Service	Unit Price	Total
a. Core Aerate	\$ _____ x 3 = \$ _____	_____
b. Slice Seed	\$ _____ x 2 = \$ _____	_____
c. Overseed	\$ _____ x 2 = \$ _____	_____
d. Fertilize	\$ _____ x 4 = \$ _____	_____
e. Soil Test	\$ _____ x 2 = \$ _____	_____

Item 2

Service	Est. Qty	Unit Price	Total
a. Deep Tine Aeration	10 acres	\$ _____ /acre	\$ _____

Total Bid Price Group 1 (Item 1 plus Item 2) \$ _____

GROUP 2

Item 1

Service	Unit Price	Total
a. Fertilize	\$ _____ x 3 = \$ _____	_____
b. Soil Test	\$ _____ x 2 = \$ _____	_____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 1 (GROUP 1 plus GROUP 2)

\$ _____

Bidder's Company Name _____

Price Sheet OPTION YEAR 2
April 1, 2027 – Dec. 31, 2027
(This form must be attached to sealed bid).

GROUP 1

Item 1

Service	Unit Price	Total
a. Core Aerate	\$ _____ x 3 = \$ _____	_____
b. Slice Seed	\$ _____ x 2 = \$ _____	_____
c. Overseed	\$ _____ x 2 = \$ _____	_____
d. Fertilize	\$ _____ x 4 = \$ _____	_____
e. Soil Test	\$ _____ x 2 = \$ _____	_____

Item 2

Service	Est. Qty	Unit Price	Total
a. Deep Tine Aeration	10 acres	\$ _____ /acre	\$ _____

Total Bid Price Group 1 (Item 1 plus Item 2) \$ _____

GROUP 2

Item 1

Service	Unit Price	Total
a. Fertilize	\$ _____ x 3 = \$ _____	_____
b. Soil Test	\$ _____ x 2 = \$ _____	_____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 2 (GROUP 1 plus GROUP 2)

\$ _____

Bidder's Company Name _____

Price Sheet OPTION YEAR 3
April 1, 2028 – Dec. 31, 2028
(This form must be attached to sealed bid).

GROUP 1

Item 1

Service	Unit Price	Total
a. Core Aerate	\$ _____ x 3 = \$ _____	_____
b. Slice Seed	\$ _____ x 2 = \$ _____	_____
c. Overseed	\$ _____ x 2 = \$ _____	_____
d. Fertilize	\$ _____ x 4 = \$ _____	_____
e. Soil Test	\$ _____ x 2 = \$ _____	_____

Item 2

Service	Est. Qty	Unit Price	Total
a. Deep Tine Aeration	10 acres	\$ _____ /acre	\$ _____

Total Bid Price Group 1 (Item 1 plus Item 2) \$ _____

GROUP 2

Item 1

Service	Unit Price	Total
a. Fertilize	\$ _____ x 3 = \$ _____	_____
b. Soil Test	\$ _____ x 2 = \$ _____	_____

Total Bid Price Group 2 \$ _____

TOTAL PRICE YEAR 3 (GROUP 1 plus GROUP 2)

\$ _____

Bidder's Company Name _____

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 the completed bid form.

Bidder: _____

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

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

6. **References** On the following sheet(s), provide at a minimum three references for contracts completed in the past five years similar in size and scope to the work described in the bid documents, and include references for all contracts performed within the past two years that are similar in size and scope to the work specified in the bid documents. Attach additional sheets if necessary. (***Bidder may attach its own reference form provided it contains all information requested herein.***)

Bidder's Company Name _____

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:

Bidder's Company Name _____

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:

(Attach additional sheets if necessary)

Bidder's Name _____

Certificate of Non-Collusion

The undersigned 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 herein, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Name and Title of Individual Authorized to Sign (Print or Type)

Authorized Signature

Legal Name of Business Entity (Print or Type)

CERTIFICATE OF NON-COLLUSION MUST BE SUBMITTED WITH BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF THE BIDDER'S BID.

Statement of State Tax Compliance

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

(Legal Name of Business Entity – Print or Type)

is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name and Title of Individual Authorized to Sign (Print or Type)

Authorized Signature

Social Security Number of Federal Identification Number

APPENDIX A

**TOWN OF ARLINGTON STANDARD CONTRACT DOCUMENT
AND
STANDARD CONTRACT GENERAL CONDITIONS
(Not to be submitted with bid)**



TOWN OF ARLINGTON
STANDARD CONTRACT DOCUMENT

Contract ID:

Contractor Legal Name (and d/b/a):	Town Department: Department Head:
Contractor Address:	Town Department Mailing Address:
Contractor Vendor ID (if applicable):	Billing Address (if different):

Account	Fund	Department ID	Project	Not to Exceed Amount:	Actual Amount
				\$	\$

Scope of work and contract details

Contract Start Date	Contract End Date	Option to Renew (Y/N)	Renewal Years

<p style="text-align: center;">Town Comptroller</p> <p>APPROVED AS TO THE AVAILABILITY OF APPROPRIATION PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE GOODS OR SERVICES IN ACCORDANCE WITH THE CONTRACT</p>	<p style="text-align: center;">Awarding Authority/Official (ATTACH LETTER OF AWARD)</p>
<p>\$</p>	<p>Title:</p>	
<p>Signature:</p>	<p>Signature:</p>	<p>Signature:</p>
<p>Date:</p>	<p>Date:</p>	<p>Date:</p>
<p>APPROVED AS TO FORM</p>		
<p>Signature:</p>		
<p>Town Counsel</p>		



TOWN OF ARLINGTON
STANDARD CONTRACT GENERAL CONDITIONS

Article 1. Definitions.

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

Article 2. Performance.

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

Article 3. Acceptance of Goods and Services.

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

Article 4. Time.

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

Article 5. Compensation.

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

Article 6. Relationship with the Town.

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

Article 7. Assumption of Loss and Liability.

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

Article 8. Remedies of the Town.

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town

until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Article 9. Remedies of the Contractor.

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

Article 10. Prohibition Against Assignment.

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

Article 11. Compliance with Law and Public Policy.

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative

determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

Article 12. Contract Subject to Appropriation.

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services

rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

Article 13. Release of Town on Final Payment.

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

Article 14. Public Records and Access.

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Article 15. State Taxation Certification.

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

Article 16. Monies Owed to Town.

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

Article 17. Prohibition Against Bid Collusion.

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Article 18. Choice of Law.

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

Article 19. Effective Date and Signatures.

19.1 This Contract shall be effective upon the date signed by the parties on the Town's Standard Contract Document.



INSURANCE ADDENDUM

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

1. Scope and term.

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages set forth below in Section 1, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

2. Requirements. The Contractor shall maintain the following policies consistent with Section 1 of this addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

1	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
2	General Liability	
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
	Aggregate	\$2,000,000
3	Property Damage	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	Automobiles and Trucks (all owned, non-owned, hired and leased)	
	Each occurrence – combined single limit	\$1,000,000
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
5	Excess Umbrella Coverage	\$5,000,000
6	Workers Compensation	As required by Massachusetts General Law

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.
4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.
5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington
c/o Town Manager
730 Massachusetts Avenue
Arlington, MA 02476

With a copy to:

Town Counsel
50 Pleasant Street
Arlington, MA 02476