

**Addendum No. 1 to IFB #25-59**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Procurement and Contracting Services**  
**KATJANA BALLANTYNE**  
**MAYOR**

To: All Parties on Record with the City of Somerville as Holding IFB #25-59 Landscaping Services at Lincoln Park

From: Felisa Gárate, Procurement Analyst

Date: 4/11/2025

Re: Questions and Answers  
Bid Results from Last Bid Cycle (IFB 22-49)

**Addendum No. 1 to IFB #25-59**

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

**NAME OF COMPANY / INDIVIDUAL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_

### Addendum No. 1 to IFB #25-59

#	Question	Answer
1.	What is the process for being called on an “on-call” basis for additional services, and how is invoicing handled?	The Contractor must be able to respond to on-call service requests within 24 hours. Invoicing will be handled on a monthly basis. See p. 114, <b>4. On-Call Landscaping</b> .
2.	How will exclusions like pesticide application or pruning of mature trees be managed within this contract?	See p. 114, <b>2.3.8 Exclusions</b> .  If the Contractor identifies a need for tree pruning or pesticide/herbicide application, they will notify the DPW Commissioner or Designee.
3.	How will the contractor work with other parties, such as the DPW personnel, to ensure no overlap or conflict in tasks?	The Contractor will be expected to coordinate with DPW employees, the City’s Horticultural Contractor and supplemental contracts as needed to complete the work of this agreement.
4.	Are we allowed to use mulching mowers? (2.3.1)	No.
5.	Is there an anticipated quantity of mulch that is applied annually? (2.3.4)	Estimated quantity: 50 yd. See p. 112, <b>2.3.4 Mulching (upon request)</b> . Mulch installation will be at the discretion of the DPW Commissioner or Designee. Mulch installation will be billed at the hourly labor rate indicated in <b>Section A.</b> of the Bid Form.
	Does the contract include mulch installation, or would that fall under a separate work order?	
	In section 2.2.4 Mulching  “a. The DPW Commissioner or Designee <b>may</b> direct the Contractor to apply mulch to beds and along lawn areas. The City will provide approved mulch to the Contractor.”  Is it definite that we will provide a mulch labor number as it uses the work “may”?	
6.	What constitutes “unauthorized work”, and how can the contractor ensure that all work is approved before beginning?	All scheduled work must be coordinated with the DPW Commissioner or Designee. On-call work will be upon request only.

**Addendum No. 1 to IFB #25-59**

7.	What are the consequences of not submitting appropriate documentation with invoices, including original supplier invoices for materials?	The City is unable to process payment for invoices submitted without appropriate documentation. See p. 115, <b>8. Billing and Payment</b> .
8.	What procedures are in place for reporting damages to the DPW commissioner or designee, and how is accountability handled?	See p. 115, <b>7. Protection of Property</b> . Damages will be reported immediately to the DPW Commissioner or Designee. DPW personnel will review the damages. The DPW Commissioner or Designee may authorize the Contractor to repair the damages according to the labor and supply rates indicated on the Bid Form, or may coordinate repairs with DPW employees or other City vendor(s).  Damages found to be the responsibility of the Contractor will be replaced, repaired, and paid for by the Contractor.
9.	What should be done if issues with the irrigation are identified during a maintenance visit or potential hazards while working on-site?	See p. 115, <b>7. Protection of Property</b> .
10.	Can you provide the previous years contact for review?	Please see the attached for bid results from the last bid cycle.
	Can you please share previous bid results if any?	
11.	The scope of work is not clear. Can you be more specific on what are the tasks we would be doing at the park?	See p. 111, <b>2.3 Description of Services</b> . The Contractor will coordinate work schedule and tasks with the DPW Commissioner or Designee, based on seasonal and site conditions.
12.	The project states that Prevailing Wages be paid. Is this for the maintenance portion as well as any install?	Please utilize the “Laborer, Laborers-Zone 1” classification. This bid is subject to Massachusetts Prevailing Wages.
	Regarding Prevailing Wages, would we be able to confirm that our workers would fit under the general “Laborer” category?	
	What labor rate are we supposed to be	

### Addendum No. 1 to IFB #25-59

	<p>using for the Prevailing Wage number? There are a few of them under laborer and I want to make sure I am using the correct one as this will affect our bid numbers.</p> <p>Can you confirm whether all landscaping work is fully subject to Massachusetts Prevailing Wage requirements?</p>	
13.	<p>Is fertilizing the lawn and shrubs a requirement for this project?</p> <p>Will fertilization be required as part of the contract?</p>	No. Fertilization is performed under a separate City contract.
14.	Is tree pruning a requirement for this project?	See p. 112, <b>2.3.3 Tree &amp; Shrub Pruning.</b>
15.	Is this contract going to require using any special equipment?	The Contractor must use the commercial landscaping equipment necessary to complete the work included under this agreement.
16.	Is the scope of the bid limited to mowing services only?	No. See p. 111, <b>2.3 Description of Services.</b> Services performed during each visit may vary at the discretion of the DPW Commissioner or Designee.
17.	Can you confirm if this is a living wage contract?	City of Somerville Living Wage applies.
18.	Is there any possibility of waiving or modifying the bid deposit and bonding requirements for these projects?	A 5% bid deposit is a statutory requirement and cannot be waived. A 50% Payment Bond will be required of the <u>awarded</u> vendor.
19.	I don't see anywhere in the RFP document to submit the 5% bid deposit –is this something I missed, or is there a dedicated area for us to submit a bid? (And to confirm, we would submit the 5% deposit along with our bid documents, correct?)	Please see page 11 of the bid package for details regarding the 5% bid deposit. The 5% bid deposit must be submitted with your bid.
20.	<p>In both documents, there are references to getting permits, rodent control, police details, maintenance manuals, etc.</p> <p>I'm assuming that these do not apply to our bid since the bid specs don't mention any of them.</p>	<p>The Contractor will report any indication of rodent activity to the DPW Commissioner or Designee. Rodent control will be managed by the City.</p> <p>The sections on permits, police details, and maintenance manuals do not apply.</p>

**Addendum No. 1 to IFB #25-59**

**Attachment 1**

**Bid Results from Last Bid Cycle (IFB 22-49)**



CITY OF SOMERVILLE, MASSACHUSETTS  
Department of Procurement and Contracting Services  
KATJANA BALLANTYNE  
MAYOR

**BID:** IFB 22-49 Landscaping at Lincoln Park

**DATE:** 5/12/2022

**TIME:** 3:00 PM

A true copy of bids received at the opening of the above bid for:

Name	Company	Bid Amount	Addenda	Quality Requirements	Non-collusion & Tax Compliance	SDO Certification (Optional)
Esteban Pookillo						
	Always Green Landscaping	399,600.00	✓	✓	✓	
	Murphy Services	411,554.40	✓	✓	✓	

Under the penalties of perjury, I declare that the above list represents the names of all bidders and the amounts of their bids. I also declare that said list is a complete and accurate list of bids opened in the presence of a witness.

YRC  
Yolanda Robles-Casanova  
Construction Procurement Manager

N Bedi  
WITNES

IFB # 22-4

## SECTION 3.0

### FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: Landscaping Services at Lincoln Park. In accordance with the accompanying plans and specifications prepared and specified below, subject to additions and deductions according to the terms of the specifications.

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

- The bids will be received at the office of the Chief Procurement Officer, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 5/5/2022 by 3:00 PM EST
- If the awarded vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- Awarded Vendor must comply with Living Wage requirements (see Section 4.0; only for services)
- Awarded Vendor must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all bids and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

The proposed contract price is (total bid in figures):

\$ 399,600

Total in words:

Three hundred ninety nine thousand - six hundred

(If applicable) The contract price does not include the items listed on the attached "Bid Form for Alternates;" the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.



The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) the Federal Employer Identification Number (EIN) of the Bidder is: [REDACTED]

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

in which case the reasons for rejection were as follows: N/A

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

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

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

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

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

Executed this 29th day of April, 2022 :

Name of Company/Individual:  
Always Green Landscaping Corp. Esteban Portillo Rodriguez

Address, City, State, Zip: 154 Shute St, Apt 3 Everett MA 02149

Tel # 617-959-0221

Email: Alwaysgreen2010@hotmail.com

Name and Title of Person Signing

Esteban Portillo Rodriguez, Director

Signature of Authorized Individual



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

**ACKNOWLEDGEMENT OF ADDENDA:**

Addendum #1 ☒ EP #2 ☒ EP #3 ☒ EP #4 ☒ EP #5 ☐ #6 ☐ #7 ☐ #8 ☐ #9 ☐ #10 ☐



## SECTION 4.0 FORM FOR GENERAL BID

### Schedule A: Spring Labor Rate (Weekly Labor Rate)

Activity	Estimated Quantity	Year 1 (2022-2023)		Year 2 (2023-2024)		Year 3 (2024-2025)	
		Unit Price	Total Price (Unit Price X Estimated Quantity)	Unit Price	Total Price (Unit Price X Estimated Quantity)	Unit Price	Total Price (Unit Price X Estimated Quantity)
Mowing (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200
Cleanup (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200
Mulching (if required) (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200
Mowing (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
Cleanup (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
Mulching (if required) (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
Annual total of labor rate (sum of the total price for each activity per year)		\$ 51,600		\$ 51,600		\$ 51,600	
Subtotal of Schedule A (Sum of the Annual total for 3 years)		\$ 154,800					

### Schedule B: Fall Labor Rate (Weekly Labor Rate)

Activity	Estimated Hours	Year 1 (2022-2023)		Year 2 (2023-2024)		Year 3 (2024-2025)	
		Unit Price	Total Price (Unit Price X Estimated Quantity)	Unit Price	Total Price (Unit Price X Estimated Quantity)	Unit Price	Total Price (Unit Price X Estimated Quantity)
Mowing (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200
Cleanup (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200

Mulching (if required) (Weekly labor rate)	20	\$ 410	\$ 8,200	\$ 410	\$ 8,200	\$ 410	\$ 8,200
Mowing (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
Cleanup (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
Mulching (if required) (weekend labor rate)	20	\$ 450	\$ 9,000	\$ 450	\$ 9,000	\$ 450	\$ 9,000
<b>Annual total of labor rate (sum of the total price for each activity per year)</b>		\$ 51,600		\$ 51,600		\$ 51,600	
<b>Subtotal of Schedule B (Sum of the Annual total for 3 years)</b>		\$ 154,800					

#### Schedule C: Unscheduled Activities

Bidders note: If the City of Somerville authorizes the landscaping maintenance service contractor to perform unscheduled activities, such activities must be invoiced by listing the dates and number of crews where labor was provided, and the written description, unit cost and quantities of any parts and materials furnished by the contractor to the City.

#### Parts and Materials

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

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


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

	Year 1 2022-2023	Year 2 2023-2024	Year 3 2024-2025
% mark-up or discount, or "not applicable"	N/A	N/A	N/A
Estimated budget for parts & materials	\$30,000	\$30,000	\$30,000

Annual pricing for parts & materials (30,000 + % mark-up or -discount, or "not applicable")	30,000	30,000	30,000
Subtotal of Section C: Parts and Materials (sum of the annual pricing for parts & materials for 3 years)	\$ 90,000	Year 1: 51,600 + 51,600 + 30,000= \$133,200	Year 2: 51,600 + 51,600 + 30,000= \$133,200
		Year 3: 51,600 + 51,600 + 30,000= \$133,200	

#### Schedule D: Total Bid Price

Total Bid Price (sum of the subtotal of Schedule A + subtotal of Schedule B + Subtotal of Schedule C) in Figure	\$ 399,600
Total Bid Price (sum of the subtotal of Schedule A + subtotal of Schedule B + Subtotal of Schedule C) in Figure	\$ Three hundred ninety nine thousand six hundred

Name of Company/Individual: Always Green Landscaping Corp. Esteban Portillo Rodriguez	
Address, City, State, Zip: 154 Shute St, Apt 3 Everett MA 02149	
Tel # 617-959-0221	Email: Alwaysgreen2010@hotmail.com
Name and Title of Person Signing	Esteban Portillo, Director
Signature of Authorized Individual 	
Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification.	
ACKNOWLEDGEMENT OF ADDENDA: Addendum #1 <input checked="" type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input checked="" type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/> #7 <input type="checkbox"/> #8 <input type="checkbox"/> #9 <input type="checkbox"/> #10 <input type="checkbox"/>	