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**TOWN OF
BROOKLINE, NEW HAMPSHIRE
RECREATION COMMISSION**

**P.O. BOX 360 – 1 Main Street
BROOKLINE, NH 03033-0360**

**REQUEST FOR PROPOSAL
FOR MAINTENANCE OF BROOKLINE BALL PARK
AND MOUNTAIN ROAD FIELD**

The Brookline Recreation Commission is seeking proposals from qualified Contractors for field maintenance services. Sealed proposals, plainly marked, "Field Maintenance Services" must be addressed to the Recreation Commission, Town of Brookline, 1 Main Street, P.O. Box 360, Brookline, NH 03033 and received prior to the 2:00 PM deadline on January 20, 2023 at the Town Hall located at 1 Main Street. Proposals received after the deadline will be placed in the file unopened and will not be considered.

The Town of New Brookline reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

If you have any questions pertaining to the submittal process or require additional information, please contact Jaye Duncan via e-mail at jduncan978@gmail.com

In consideration to all proposers, no oral interpretation will be given to any proposers as to the meaning of specification documents or any part thereof. Every request for such a consideration shall be made in writing to Jaye Duncan via e-mail at least 10 days prior to bid due date. Based upon such inquiry, the Town may wish to issue an addendum to this RFP.

Addenda to this proposal, if any, will be e-mailed to the bidders contact of record. Addenda and updates will not be sent directly to firms by any means other than e-mail.

SCOPE OF SERVICES

The Brookline Recreation Commission wishes to engage in a 3-year contract with a qualified Contractor to cover the Scope of Services described herein.

Service Location - Brookline Ball Park. Frances Drive:

Spring Cleanup - Field dethatched and cleaned up.
Leaves and debris cleaned up. Playground and concession

stand areas cleaned up.

Field Fertilizing 4 - High nitrogen fertilization w/ high calcium limestone.

Field Fertilizing 5 - Winterizer.

Field aerated and overseeded. 500 lbs. of seed applied in September.

Service Location - Mountain Rd Field:

Spring Cleanup - Field dethatched and cleaned up.

Leaves and debris cleaned up.

Field Fertilizing 4 - High nitrogen fertilization w/ high calcium limestone.

Field Fertilizing 5 - Winterizer.

Field aerated and overseeded. 150 lbs. of seed applied in September.

Mowing Service Locations - Brookline Ball Park and Mountain Rd. Field:

Mow and trim fields at both locations as to keep grass height at 2” at Town Field and 3” at Mountain Rd.

Mowing frequency will be 2x weekly at Town Field and 1x weekly at Mountain Road from Late April through October.

Items included in this contract are listed as follows:

Pick up trash at both locations; empty on-site barrels as needed. (Bags supplied by Rec Comm.)

Inspect locations for damage or wear and notify Recreation Commission of any such situations.

Daily visits to both Brookline Ball Park and Mountain Road Field locations.

Refueling of equipment must be done in parking area, not on fields/playground.

No use of neonicotinoid pesticides including, but not limited to, imidacloprid.

Report any unusual or illegal activities at locations to Recreation Commission.

Inspect playground area at Town Field for any potential hazards posed to patrons.

Assist Recreation with miscellaneous items that come up during the course of the year such as locking and unlocking gates, shutting off and turning on irrigation system, moving picnic tables and/or disposing damaged ones, picking up miscellaneous supplies that may be needed (reimbursement with appropriate receipt).

INSURANCE REQUIREMENTS

The Contractor agrees that it will carry any and all insurance which will protect it, the [Member] and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town of Brookline and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance

policies required by the Town of Brookline. Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy in the following amounts:

- A. Comprehensive General Liability:
Bodily Injury or Property Damage - \$2,000,000/\$2,000,000
Per occurrence and general aggregate
- B. Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A. Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire
- B. Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability
- C. Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability

The Town of Brookline shall be named as additional insured and identified as a certificate holder on all policies as follows: Town of Brookline, 1 Main Street, P.O. Box 360, Brookline, NH 03033.

Contractor shall provide proof of insurance coverages satisfactory to the Town of Brookline PRIOR to commencing any work and ANNUALLY thereafter. Coverages shall remain in effect for the duration of any contract agreed to by the parties. Written notice shall be given to the Town of Brookline at least thirty (30) days prior to the cancellation or non-renewal of such insurance coverage. As evidence of insurance coverage, the Town may, in lieu of actual policies, accept official written statements from the insurance company that all the insurance policies specified are in force for the specified period.

The Town of Brookline shall not be required to insure the Contractor, any subcontractor or any professional service provider.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Brookline, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or

damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Brookline shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

OTHER TERMS AND CONDITIONS

This Request for Proposal will become part of the contract between the Town of Brookline and the Contractor.

CONTRACTOR'S PRICING PROPOSAL

Total For Above Listed Scope:

Year 1 (2023) \$ _____

Year 2 (2024) \$ _____

Year 3 (2025) \$ _____

Signature Of Bidder _____ Date _____

Printed Name: _____ Title _____

E-mail address: _____

Company Name: _____

Company Address: _____
