

**FILE NO. 7296
REQUEST FOR QUALIFICATIONS
FOR ENGINEERING AND PLANNING SERVICES ASSOCIATED WITH THE DEVELOPMENT
OF A ZERO WASTE MASTER PLAN FOR THE CITY OF CAMBRIDGE**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 until 11:00 a.m., on **Thursday, July 14, 2016** for furnishing the following to the City of Cambridge:

The City of Cambridge Department of Public Works is requesting proposals from a team of experienced, qualified consultants to develop a Zero Waste Master Plan for the City looking at the City’s current operations for trash, recycling and organics collections and disposal, and developing recommendations that are reasonable, achievable and appropriate for the City of Cambridge “The City” as used in this document represents various City Departments and the School Department. The City expects to spend approximately \$100,000 in FY17 on this contract, however this amount is not guaranteed and may be increased/decreased as necessary. The contract shall be for a period of one year initially but may be extended at the sole discretion of the City. The payment and performance obligation for each succeeding year of the contract will be subject to appropriation and other available funds. The City will request a fixed fee proposal for this contract.

Copies of the Request for Qualifications may be obtained at the Office of the Purchasing Agent on and after **Thursday, June 16, 2016** between the hours of 8:30 a.m. and 8:00 p.m. on Monday, Tuesday thru Thursday, 8:30 a.m. to 5:00 p.m. and 12:00 noon on Friday. The Request for Qualifications may be downloaded from the City’s website, www.Cambridgema.gov, Online Services, Purchasing Bid List, Design RFP, File No. 7296.

The successful offeror must be an Equal Opportunity Employer. The City of Cambridge reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the City.

Price will not be considered when initially evaluating a proposal. After the finalists have been ranked, the City will enter in price negotiations with the offeror.

THERE MUST BE NO MENTION OF THE APPLICANT'S FEE IN THE PROPOSAL. ANY MENTION OF THE FEE WILL SUBJECT THE PROPOSAL TO REJECTION.

One original and Seven (7) copies of the proposal and **one electronic copy** marked “RFQ for Zero Waste Master Plan” must be received by Amy L. Witts, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge Ma prior to 11:00 a.m., on **Thursday, July 14, 2016**. **Failure to submit the electronic copy will automatically result in rejection.** Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.

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INSTRUCTIONS TO APPLICANTS

CONTENTS OF THE PROPOSAL: Each proposal should contain only pertinent information and requested documentation, demonstrate how the applicant meets the minimum qualifications set forth in the advertisement for the Request for Qualifications, demonstrate the previous relevant experience of the applicant and have a table of contents or easily discernible, labeled sections

Each proposal must contain, at minimum, the following documents: DSB2014-Form 1; résumés of all persons participating in the Project, including, but not limited to, the principals and consultants. A proposal which does not provide the information and documentation requested or suggested may be deemed nonresponsive and therefore rejected. Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality.

SUBMISSION OF THE PROPOSAL: Each original proposal (marked "ORIGINAL" on the sealed package) and seven (7) of copies of the proposal, as well as an electronic copy, marked "File No. 7296, RFQ for Zero Waste Master Plan" must be delivered to **Amy L. Witts**, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139 no later than **11:00 a.m. Thursday, July 14, 2016**. It is the responsibility of the applicant to insure that delivery is made in a proper and timely fashion. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarification must be submitted in writing and either emailed to purchasing@cambridgema.gov or delivered to the delivered to **Amy L. Witts**, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, no later than 4:00 p.m. on **Wednesday, July 6, 2016**.. At the sole discretion of the Purchasing Agent, an addendum will be issued with clarifications or answers to the questions.

CORRECTION, MODIFICATION, OR WITHDRAWAL OF PROPOSAL: Prior to the deadline for receipt of proposals, an applicant may correct, modify, or withdraw its proposal by making the request in writing. All corrections, modifications, or withdrawals must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating the title of the project, the deadline for the receipt of the proposals and a notation that the envelope contains a correction, modification, or withdrawal of the original proposal submitted for the particular project.

ADDITIONAL INFORMATION REGARDING THE PROJECT: Additional information with regard to the project may be attached hereto. Any such information is deemed incorporated herein and made a part hereof. All proposers must be willing to sign the City's contract which is attached. The City will not accept a proposer's terms and conditions.

DURATION OF PROPOSAL: A proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of proposals, until it is formally withdrawn according to the procedures set forth herein, a contract is executed, or this RFQ is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

ADDENDA: Addenda will be mailed by the Purchasing Agent only to those persons who were issued a copy of the RFQ by the Purchasing Department and posted to the website.

LIVING WAGE REQUIREMENTS: The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2016 is \$15.04 per hour. The Living Wage Requirements are attached.

SELECTION CRITERIA: The selection of the finalists will be based, at minimum, on the following criteria: prior similar experience; past performance on public and private projects; financial stability; and identity and qualifications of the consultants who will work with the applicant on the project, including professional registration when required.

SELECTION PROCESS: All proposals will be reviewed by the Selection Committee ("the Committee"). The Committee will select a minimum of **three (3)** applicants to be interviewed. The Purchasing Agent will notify all applicants of the names of the applicants selected for interviews.

The applicants chosen for interviews will be notified, either by mail, email, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto.

Within a reasonable period of time after the last interview, the Committee will forward to the City Manager its recommendation of the final ranking of the short-listed applicants. The City Manager may, at his sole discretion, interview any of the finalists.

The City Manager may accept or reject the ranking. The applicant(s) selected by the City Manager will be notified either by mail, email, or telephone of the selection. The selected applicant(s) will submit a proposal along with a fee to the Purchasing Agent. Negotiations will commence thereafter, until an acceptable fee has been reached. In the event negotiations are unsuccessful, the City will request the second ranked finalist, then if necessary the third ranked finalist, to submit a proposal in the same manner as for the first ranked finalist. In the unlikely event negotiations are unsuccessful with the three top finalists, the City may re-advertise the RFQ or may select additional finalists from the original pool of applicants.

Once successful negotiations have concluded or if the fee has been set, the City will prepare the contract(s) and submit them to the successful applicant(s) for signature. Upon receipt of the executed contract and all other required documents, the City will have the contract(s) signed by City officials.

GENERAL TERMS AND CONDITIONS

1. The contract for this project will be between the City of Cambridge and the Engineer, and will be administered by the Department of Public Works. **A sample of the City's contract is included herein. The successful proposer must be willing to sign the City's contract as is. The City will not accept a proposer's terms and conditions.**
2. A proposal will remain in effect for a period of 90 calendar days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFQ is canceled, whichever occurs first. The City reserves the right to reject any and all proposals.
3. The City will have the option to cancel the contract provided that written notice is given 30 days prior to the effective termination date.
4. Any changes or additions to consultants or personnel named in the application must be submitted in writing and approved by the City.
5. The City encourages minority firms to apply, and if subcontractors are used, encourages the use of minority subcontractors.

**CITY OF CAMBRIDGE
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SECTION 1 INTRODUCTION.

The City of Cambridge Zero Waste Master Plan should consider the present state of the recycling and waste management industry in the north east of the United States, provide insight as to what future trends are both in terms of collection and production facilities and make recommendations that can best position the City to further its environmental goals of minimizing waste generation maximizing reuse and repurposing and delivering a broad range of recycling options. . To that end the City is heavily invested in programs that encourage the community to reduce consumption, increase recycling and composting and also participates in numerous other programs throughout the City that encourage reuse and recycling of materials

It is expected that the final report associated with this effort will be needed by December 2016.

Background

The City of Cambridge (Popn; 105,000, land area 6.5sq. miles) manages a variety of collection programs throughout the City. Recycling is mandatory throughout the City since 1991 when the City Council passed an amendment to the Refuse and Litter Ordinance making recycling compulsory. A copy of the ordinance as amended can be found at https://www.municode.com/library/ma/cambridge/codes/code_of_ordinances?nodeId=TIT8HES_A_CH8.24RELI. The present municipal collection programs are primarily directed towards the residential population of the City, but the City maintains a recycling facility at 147 Hampshire Street which is open to residents as well as small businesses (under 50 employees). The City has traditionally collected solid waste and litter using its own workforce and plant, typically having seven (7) three (3) person rubbish trucks on the streets Monday to Friday collecting household trash and two (2) two (2) person trucks managing litter in our various squares and parks throughout the working week. This litter collection effort is supplemented by evening and overnight crews during “off-hours” times. The City has a contract with a private operator who collects recycling materials from City squares and parks using bicycles throughout the year. The City manages a residential recycling collection program that has been in effect for more than twenty (20) years. This program is operated by a private contractor. This typically involves five (5) recycling packer trucks operating throughout the City on a daily basis using the same schedule and routes as the City’s solid waste program. The trucks used in this contract are generally operated by one or two people per vehicle. The City has a seasonal yard waste program that runs throughout the spring, summer and fall, is managed by the recycling contractor and typically involves one or two additional packers operating throughout the City using the same routes and schedules as the solid waste operation. Finally, over the past two years the City has been involved in a pilot program collecting curbside organics materials from residential properties. The program was initially launched exclusively for residents who subscribed to the program and given the success of that pilot, the City has expanded the pilot into the full Monday route providing all residents within the route area (North Cambridge) the opportunity to participate. The City is presently considering whether to expand this program throughout the entire city in 2017.

Both the City of Cambridge and the State of Massachusetts have adopted a goal to reduce municipal waste by 30% by 2020, and 80% by 2050 or before (using 2008 levels as the base). On a household basis in the City of Cambridge this means an average of 16 lbs. of trash per household per week by 2020 and 4 lbs. /HH/wk. by 2050. Similarly and coincidentally, the City and state are working toward a goal to reduce greenhouse gas emissions 80% by 2050.

The Department of Public Works (DPW) administers all programs related to disposed materials management in the City. At this time our expectation is that a City wide Organics diversion program, which accounts for approximately 25% (including soiled paper products) of the City's waste stream will be necessary to reach the 2020 goal. Obviously, the existing capture rate of recycling and organic material will have to further improve to reach the 2050 goal and other programs will have to come on line to further reduce materials disposal, such as programs for furniture and mattress recycling and repurposing respectively.

As has been stated, in October 2015, the City expanded curbside organics collection of food scraps in separate 12/21 gal green bins to about 2600 buildings, 1-12 units in the Monday collection route in north Cambridge. This service is provided by a contract with "Save That Stuff" a haulage contractor, which expires 4/27/17 with renewal options. In the first month of this program expansion, 50% of green bins were set out for weekly collection averaging 5 pounds per bin, or 2.5 pounds per household. Citywide, there are about 11,760 residential buildings with 1-12 units totaling 26,650 households. There are about 230 large residential buildings with 13+ units totaling another 7,700 households. The City has a separate contract with Save That Stuff for organics collection from city buildings and schools, valid until 8/28/16 with an option to renew.

In more detail; the City provides weekly trash collection service with DPW crews to all single family homes and 2/3 of all multi-family buildings, an estimated 32,000 households. The City's trash disposal contract is with Republic Services transfer station in Roxbury, MA and expires 6/30/18. Disposal tip costs for FY16 are approximately \$80. Per ton and there is an annual CPI increase between 2-3%. Currently, Republic reports that about 60% of the trash goes to landfills (Turnkey landfill in Rochester NH) and 40% goes to incinerators (Wheelabrator- Saugus, SEMASS in Rochester MA and Covanta in Haverhill MA).

The City's Collective Bargaining Agreement with the union representing collection workers expires July 2017, and negotiations will begin again in Jan/Feb 2017. The 2011-2014 contract included a reduction in daily trash trucks from eight to seven. The current contract requires 7 trash trucks and 3 collection employees per truck. Appendix 1 provides relevant details from the existing union contract associated with the trash collection etc.

The Refuse and Litter Ordinance limits household trash to 150 pounds per week, 150 gallons per household in no more than three barrels, up to 50 gallons each. For example, a multi-family building with 6 units can have up to eighteen 50-gallon barrels and up to 900 pounds of trash per week. Although the City has seen a consistent decline in overall trash tonnage, these limits are not currently enforced. To date, the City has not opted to pursue a Pay-As-You-Throw trash model or a modified pay-as-you-throw model given the solid financial position of the City and its ability to support costs related to materials management programs funded by property taxes.

One City pickup truck is dedicated to the daily collection of small TVs/monitors, microwaves, stereos and box fans. There is a dedicated City crew for the weekly collection of white goods and other metals on Wednesdays and large TVs on Thursdays. See the Collective Bargaining Agreement (Appendix 1) for further detail.

The City has a 5-year contract with Russell Disposal for:

- Curbside recycling collection and delivery to processor. Curbside recyclables are generally collected in 95-gal and 65-gal wheeled toters,
- Curbside yard waste collection, composting, and marketing. Yard waste is collected in paper lawn refuse bags or any barrel not to exceed 32-gal. Russell subcontracts for

composting and marketing.

Appendix 2 contains the relevant details associated with the Russell Disposal recycling and yard waste collection contract

The City also has a 5-year contract with Casella for processing and marketing of recyclables. Both of these contracts expire in October 2020.

Appendix 3 contains the relevant details associated with the Casella Recycling processing contract,

The City has a contract with Save That Stuff for resident curbside organics collection, hauling and processing starting in September 2015 for properties in North Cambridge who form part of the Monday trash collection route.

- Curbside organics collection includes collection, haulage and processing. Curbside organics are collected in 12 and 21 gallon lockable totes.

Appendix 4 contains the relevant details of the Save that Stuff organics Curb Side Collection Contract and Compost Collection from School & City Buildings. The City operates a Recycling Center located in the rear of the DPW yard that is open to Cambridge residents and Cambridge businesses with 50 employees or less on Tues/Thurs 4pm-7:30pm and Sat 9am-4pm. Materials accepted include batteries, books, bottles & cans, cardboard boxes, CDs, VCR tapes and video games, cell phones, electronics and small appliances, flags, food scraps, metal items, mercury items (fluorescent bulbs, thermometers, thermostats), packing peanuts, paper, plastic bags, large plastics (laundry baskets, crates, toys, string lights and printer cartridges).

The City contracts with Clean Harbors, Norwell, MA to operate four annual household hazardous waste events open to Cambridge residents and property managers that accept batteries, car fluids & tires, chemicals, mercury items, paints, poisons, prescription medicines, propane cylinders and waste fuels.

DPW has a partnership with MA Coalition for the Homeless to collect good condition furniture items 2x/month + more collections around June 1 and September 1. This voluntary, free service is publicized through web and email. In 2014 we estimate 40 tons were collected In 2015, we estimate 53 tons through October was collected. MassDEP waste sort data suggests that 3-9% of total trash is furniture and bulky waste.

The solid waste division at Cambridge Public Works consists of three parts:

- Rubbish: responsible for city-wide curbside residential trash collection. The Rubbish Division has 21 full-time employees (19 drivers/laborers, 1 foreman, 1 supervisor) and 4-10 temporary employees to cover permanent employee absences.

The rubbish division runs seven collection routes every day, Monday through Friday. Each of the seven trucks operates with a three person crew, one driver and two laborers.

Day-to-day vacancies in the rubbish division are typically backfilled with Street Cleaning personnel.

- Street Cleaning: responsible for maintaining cleanliness in the city squares, mechanical street sweeping, collection of litter from approximately 700 public litter receptacles, curbside collection of white goods and oversize electronics, graffiti removal program, and maintaining cleanliness during large special events.

Day-to-day vacancies in the rubbish division are typically backfilled with Street Cleaning

personnel.

- Recycling: The Recycling Division has five full-time employees (director, two program managers, two inspectors), two part-time employees, and currently two interns.

Total Tonnage and Household Generation

	FY15 tons 7/1/14-6/30/15	Households Served	Lbs./HH/Wk.
Curbside Trash Includes DPW curbside + CHA buildings with city services only.	15,298	31,852	18.5
Curbside Single Stream Recycling	9,264	48,125	7.4
Other Curbside + Drop-off Recycling Appliances, metal, and electronics.		48,125	
Recycling Sub-total	XXXXX	XXXXX	
Curbside Yard Waste + Christmas Trees + Limited Food Scraps Collected separately 42 weeks + organics at city bldgs. & drop-off sites.	2,062	48,125	1.6
Curbside Source Separated Organics 600 HH pilot beg. 4/7/14, expanded to 5000 HH 10/19/15.	88	592 avg (started at 554, ended at 626)	6.6 avg over 52 weeks (
Organics Sub-total	2,150		8.2

SECTION II SCOPE OF SERVICES.

1. Develop Zero Waste Master Plan and Strategy
 Thoroughly evaluate and answer questions related to financial planning, contract forecasting and policy recommendations including:
 - a) How to expand curbside organics and minimize operating cost to City? Consider all sources of organics in Cambridge (leaf and yard waste, Christmas trees, food scraps, landscaping waste, animal waste and wood waste). Develop diversion options that includes number and types of collection trucks for each material, organics processing technologies, collection systems, and funding mechanisms. Does curbside organics drive need for co-collection? Identify other jurisdictions with recommended operations.
 - b) End sites for materials. What trash disposal sites will be available/unavailable in the short term (within 5 years)? Long-term (5-10 years out)? What types of organics processing sites may become available in the short and long-term? Fully evaluate and explore anaerobic digestion (AD) sites in the region and whether Cambridge should have its own, or work towards a joint facility with neighboring municipalities or consider a public/private partnership in the development of a suitable facility. Describe options for City to get, earn or sell renewable energy credits from an AD or other energy production facility that processes our organics?
 - c) Fully evaluate current collection operations and assess how to reduce costs for recycling and trash. How should DPW implement a semi-automated trash collection program? How should DPW collect curbside organics (food scraps)

once this Monday-only program expands to city-wide? Can DPW bring curbside recycling collection “in-house”? Fully evaluate labor, equipment, and cost considerations. Develop diversion options that includes number and types of collection trucks, processing technologies, and collection systems. How are these initiatives impacted by the Collective Bargaining Agreement? Can and how should DPW reduce the number of trash trucks, potentially provide organics and recycling collection and reflect that in route mapping?

Develop options for trash limits, including implementation and enforcement strategies. How could trash limits be applied to large population of residential properties served by the City?

Provide recommendations on implementation of a semi-automated trash collection program. Develop specific recommendations on city-provided toter-style trash barrels for residents.

- Standard size for all or variable sizes?
- Would this allow the City to use a two-person trash collection crew?
- How to achieve this goal under the collective bargaining system?
- What are the effects of barrel sizing effect on overall waste generation?
- Resulting operating cost savings?
- Capital costs?

Pros/cons from multiple perspectives: achieving waste reduction goals, saving labor costs, etc.

Fully evaluate current positions in the Rubbish and Recycling Divisions;

- Discuss the impact on positions pertaining to expanded organics collection, semi-automated trash collection, in-house recycling collection, and other initiatives.
- What elements of “universal design” are worth considering when considering an aging work force? (toters and automated tippers).
- Physical requirements for rubbish workers?
- What incentives could be introduced to make collection more efficient?

2. It is expected that the selected consultant will be required to work with the following individuals and groups in developing a master plan for the City;

- a) Working with the project steering committee, DPW Commissioner, DPW Deputy Commissioner, DPW Fiscal Director, Environmental Services Director, and Recycling Director. Other support staff may also be involved, as well as the City Manager and/or Deputy City Manager, as necessary.
- b) Working with key internal/external stakeholders including members of the Cambridge Recycling Advisory Committee, RAC, in order to develop the strategy and its implementation plans.
- c) Key internal/external stakeholders shall be identified with assistance from the project steering committee.
- d) Development of presentations and other material for review as required.

- e) Meeting logistics and facilitation shall be conducted by others.
 - f) Coordinate stakeholder engagement and community input at up to three public meetings.
3. The development of recommended options for the Plan shall consider, at minimum:
- a) Resource requirements (e.g. financial, staffing, infrastructure, etc.)
 - b) Considerations to disposal and collection operations
 - c) Environmental, economic, and social impacts
 - d) Regulatory frameworks
 - e) Timelines
 - f) Recommendations on procurement strategy
4. A final report shall be developed that contains, at minimum:
- a) An executive summary
 - b) Organics diversion options
 - c) Options for end sites for all organics and trash
 - d) Options to reduce costs for trash and recycling while maximizing efficiency.
 - e) Options for City operations to expand in the collection of curbside organics and recycling.
 - f) Options for implementing trash limits and limiting collection frequency.
 - g) Workforce evaluation in Rubbish and Recycling Divisions.
 - h) Selected organics diversion and recycling/trash collection options and their respective implementation plans
 - i) How the recommended options build upon the existing baseline
 - j) A financial summary for the selected organics diversion options that, at minimum, considers:
 - i. Program costing for the organics diversion and recycling/trash collection options selected
 - ii. Impacts to landfill tipping fees
 - iii. Market revenue potential
 - iv. Funding options/mechanisms
 - v. Other revenue potential
 - vi. Other financial implications.

5. Additional Considerations beyond those identified.

If there are additional strategies or processes that the offerer believes may be of value to the City of Cambridge in the development of a Zero Waste Management Plan that have not been alluded to or identified in this proposal the offerer is welcome to provide such for additional consideration.

Other Appendices for Review

- Appendix 5) Collection stats
- Appendix 6) Rubbish and Recycling budgets
- Appendix 7) Employee chart - directors, program managers, supervisors, drivers/laborers
- Appendix 8) Recent trash audit results
- Appendix 9) Curbside organics reports
- Appendix 10) Refuse and Litter Ordinance
- Appendix 10) DSM memos

SECTION III: EVALUATION OF THE PROPOSALS

- 1. Proposals:** Each offeror must submit a written proposal to this RFQ, which includes full and clear descriptions of evaluation criteria, outlined in Section V. The Selection Committee will evaluate each proposal based on these evaluation criteria.
- 2. Price Proposal:** Price will not be considered when initially evaluating a proposal. After the finalists have been ranked, the City will enter in price negotiations with the offeror.
- 3. References:** References will be contacted to determine if the offeror is responsive and responsible. References will be asked about their overall impression of the offeror, quality of work performed, understanding of factors affecting implementation, and the timeliness of the product. The City and/or its representative may visit up to three comparable projects by each Engineer to be interviewed. The City reserves the right to use itself as a reference.
- 4. Interviews:** The Selection Committee will interview finalists to determine if the finalists are responsive and responsible, and meet the needs of the City. Offerors should therefore be prepared to travel to Cambridge for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The City will not assume any travel costs related to these interviews.
- 5. Award of Contract:** The City will award one contract to a responsive and responsible offeror. The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so. **A sample of the City's contract is included herein. The successful proposer must be willing to sign the City's contract as is. The City will not accept a proposer's terms and conditions.**

SECTION IV: PROPOSAL SUBMISSION REQUIREMENTS

1. Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2014 (attached).
2. A list of at least three (3) entities, of which two must be in the public sector, for which you have conducted similar designs of school for the grades identified including renovation and new construction. Please include the name and telephone number of the contact person at each, the year of the contract, and the nature of the project. These contacts shall serve as references. Also, include no less than three personal references of the key members assigned to the project, also from former clients. Such references will be used to determine an offeror's responsibility. It is very important that these references contact numbers are accurate as the City of Cambridge shall be contacting these references. If there is no person at the number or no one returns our call then you firm will not have these needed references.
3. Resumes of key staff who will be assigned to this project, with a description of responsibilities. Identification of additional consultants needed for the duration of the project is important.
4. Quality Requirements
5. A signed Truth in Negotiations Certificate
6. A completed CORI Form
7. A signed Anti Collusion/ Tax Compliance Form

SECTION V: EVALUATION CRITERIA

The purpose of information requested in this section is to assist the City in evaluating the offeror's overall qualifications, including its methodologies and technical abilities, and previous experience.

1. **Experience:** demonstrated by the proposed project team in designing similar projects as outlined in the scope of services.
2. **Quality of work:** as determined by information on other projects on which the firm and the personnel has worked. The offeror should provide detailed information about previous projects that are similar to work proposed in this scope of services.
3. **Professional qualifications:** The Project Team has requisite knowledge and experience as outlined in Section I – Project Team. In addition, the relevant personnel on the team have the professional licenses required to execute this project. Experience of key personnel, to include the project manager assigned to project will be of critical importance.
4. **Quality of references:** The consultant should provide at least three references who should be able to comment substantively and positively on their experiences with the Project Team. The City reserves the right to use itself as a reference.
5. **Capacity and Timeliness:** The Project Team appears to have the capacity to undertake this project in a timely manner.
6. **Responsiveness to Scope of Services:** The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively

Quality Requirements

**Circle Yes or No for each of the following requirements.
A “NO” response or a failure to respond to any of the following Quality Requirements
may result in a rejection of your proposal.**

1. The proposer has experience in the waste management industry, materials recovery and recycling and the “circular economy”.

YES

NO

2. The proposer has experience working with municipal governments.

YES

NO

RETURN THIS FORM WITH YOUR PROPOSAL

**CITY OF CAMBRIDGE
REQUEST FOR PROPOSALS**

ANTI-COLLUSION/ TAX COMPLIANCE STATEMENT

The undersigned certifies under penalty of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

As required by M.G.L. Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support".

Signature

Name and title of person signing proposal

Date

Name of business

Address

RETURN THIS FORM WITH YOUR PROPOSAL

CITY OF CAMBRIDGE

**DESIGNER'S/ENGINEER'S OR CONSTRUCTION MANAGER'S
TRUTH-IN-NEGOTIATIONS CERTIFICATE**

For Negotiated Fees

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

BY: _____

Name and Title: _____

Project: _____

Date: _____

Reference: M.G.L. c. 7, §38H(b)

RETURN THIS FORM WITH YOUR PROPOSAL

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form: A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

RETURN THIS FORM WITH YOUR PROPOSAL

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with

policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury

City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided

does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and

the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a

recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

(j) “Covered Building Service Employee” means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) “Building Services” or “Building Service Work” means work performed in connection with the cleaning of buildings and security guard services.

(l) “Covered Building Service Contract” means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) “Covered Building Service Contractor” or “Covered Building Service Employer” means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) “Standard Compensation” has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 “Standard Compensation”

(a) Applicability. Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount. (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards

pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any

Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board

review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case

management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount and notice of the Standard Compensation amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being

awarded;

- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address,

and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d)(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

2.121.100 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.110 Effective Date.

This law shall be effective sixty (60) after final passage.

In City Council December 21, 2015.
Passed to be ordained by a yeas and nays vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is \$14.95.

For calendar year 2015 the CPI-U increased by .06%. Therefore the new living wage, as of March 1, 2016 is \$15.04.

File no.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF CAMBRIDGE
AND
THE ENGINEER**

This Agreement made on the _____ is between the City of Cambridge ("the **City**"), City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and _____ ("the **Engineer**") located at _____

for the services described herein and in the attached APPENDIX A, Request for Proposals ("RFP").

The **City** and the **Engineer** agree to the following:

ARTICLE 1

DEFINITIONS

1.1. In General.

1.1.1. Well-known meanings. When words or phrases which have a well-known technical or construction industry or trade meaning are used herein, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in this Agreement. Other capitalized words may refer to a specific document found in the Contract Documents or may be defined in the General Terms and Conditions of the Contract.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement - The Agreement is this written document between the **City** and the **Engineer** which is titled: Agreement for Designer Services between the City Of Cambridge and the **Engineer**, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, certificates of insurance and all modifications of the Agreement.

1.2.2. Change Order - A Change Order is a document which is signed by the Contractor and the **City** which is directed to the Contractor and which authorizes the Contractor to make an addition to, a deletion from, or a revision in the Work, or an adjustment in the sum or in the time of the Contract issued on or after the date of the Contract.

1.2.3. Construction Cost - The Construction Cost is the total cost or estimated cost to the **City** of all elements of the Project designed or specified by the **Engineer**. The Construction Cost shall include the cost of labor at current prevailing wage rates established by the

Commonwealth and furnished by the **City**, materials and equipment designed, specified, selected, or specially provided for by the **Engineer**, plus a reasonable allowance for the overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost does not include the compensation of the **Engineer** and the **Engineer's** consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the **City** as provided herein.

1.2.4. Construction Documents - The Construction Documents consist of Plans and Specifications setting forth in detail the requirements for the construction of the Project.

1.2.5. Contract Documents - The Contract Documents consist of the Agreement between the City and the Contractor; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Work Change Directives; the Contractor's Bid and all accompanying documents; and the **Engineer's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed.

1.2.6. Contract - The Contract consists of all the Contract Documents.

1.2.7. Contractor - The Contractor is the person who is awarded the construction contract for the Project pursuant to M.G.L. c. 149, §§44A-H, inclusive, and is identified in the Agreement as such. The term "Contractor" is intended to include the Contractor as well as its authorized representative(s).

1.2.8. General Terms And Conditions Of The Contract - General Terms and Conditions of the Contract refers to the General Terms and Conditions of the Contract between the City and the Contractor.

1.2.9. Product Data - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

1.2.10. Project - The Project is the total construction of which the Work to be provided under the Contract Documents may be the whole or a part of the Project as indicated elsewhere in the Contract Documents and may include construction by the **City** or by separate contractors. The Project is the Work described in the invitation to bid and Specifications, and illustrated by the Plans.

1.2.11. Proposed Change Order - A Proposed Change Order is a Change Order that has not been approved by the **City**.

1.2.12. Reimbursable Expenses - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Engineer** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are covered in the **Engineer's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost.

1.2.13. Samples - Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.2.14. Shop Drawings - Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.2.15. Statement of Probable Construction Costs - The Statement of Probable Construction Costs is a preliminary, detailed estimate of Construction Cost based on current area, volume, or other unit costs. Such estimate shall indicate the cost of each category of work involved in constructing the Project (including, but not limited to, filed sub-trades) and shall establish the period of time for each category from the commencement to the completion of the construction of the Project. The detailed estimate shall include quantities of all materials and unit prices of labor and material, as well as a cost estimate containing individual line items for each item of work.

1.2.16. Substantial Completion - Substantial Completion means that the Work has been completed and opened to public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Engineer** shall decide what constitutes “minor,” “incomplete,” “unsatisfactory,” and “materially” and the **Engineer's** decision shall be final.

1.2.17. Work Change Directive - A Work Change Directive is a written directive to the Contractor issued on or after the date of the contract between the **City** and the Contractor and signed by the **City** and recommended by the **Engineer** ordering an addition to, a deletion from, or a revision in the Work.

1.2.18. Work - The Work means the construction and services required by the Construction Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2

THE ENGINEER'S RESPONSIBILITIES

2.1. STANDARD OF PERFORMANCE. The Engineer shall perform the services under this Agreement with the skill, care, and diligence in accordance with the high level of professional standards prevailing in the greater Boston area for the type of construction required herein. All of the **Engineer's** services under this Agreement shall be performed as expeditiously as is consistent with such standards. The **Engineer** shall be responsible in accordance with those standards for the adequacy, safety, and overall integrity of the Project's design, including, but not limited to, the Engineering, structural, mechanical, and electrical design of the Project.

2.2. SCHEDULE OF PERFORMANCE. Upon request of the **City**, the **Engineer** shall submit for the **City's** approval a schedule for the performance of the **Engineer's** services, which schedule shall be attached hereto as APPENDIX B. The time limits established by the schedule approved by the **City** shall not be exceeded by the **Engineer**, except as otherwise provided herein. Time is of the essence and time periods established by the attached APPENDIX B shall not be exceeded by the **Engineer** except for delays due to causes outside the **Engineer's** control (which term shall not include staffing problems, insufficient financial resources, consultant's default, or negligent errors or omissions on the part of either the **Engineer** or any of its consultants).

2.3. TIMELINESS OF INTERPRETATIONS, CLARIFICATIONS, AND DECISIONS.

With regard to all phases of this Agreement, the **Engineer** shall render interpretations, clarifications, and decisions in a timely manner pertaining to documents submitted by the **City** or the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the **Engineer's** services.

2.4. RELATIONSHIP WITH THE CITY.

For the purposes of this Agreement, the **Engineer** shall be a representative of the **City** and shall advise and consult with the **City** until the termination of the Contractor's warranty and correction period.

ARTICLE 3

SCOPE OF THE ENGINEER'S BASIC SERVICES

3.1. IN GENERAL.

3.1.1. The **Engineer's** Basic Services shall consist of:

3.1.1.1. those services identified below within the different phases;

3.1.1.2. any other professional services which are reasonably necessary as determined by the **City** for the design and administration of construction of the Project, including, without limitation, the following:

3.1.1.2.1. all surveys, geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; landscape Engineer; independent cost estimator; fire protection, life safety, lighting, interior design, asbestos removal, and movable equipment consultants; and normal structural, mechanical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

3.1.1.3. attending and providing testimony at any formal or informal hearings related to the Project, including, but not limited to, bid protest hearings and City Council meetings, if deemed necessary by the **City**. If the **Engineer** is called as a witness in a court of competent jurisdiction in a matter in which the **Engineer** is a named party, the **Engineer** will not be additionally compensated. If the **Engineer** is called by the **City** as a witness in a matter in a court of competent jurisdiction in which the **Engineer** is not a named party, the **Engineer** will be compensated according to APPENDIX C attached hereto;

3.1.1.4. preparing for and appearing on the **City's** behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences with any City, State, or Federal agencies or officials and any neighborhood groups. The **Engineer's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

3.1.1.5. assisting the **City** in connection with the **City's** responsibility for

filing documents required for the approval of governmental authorities having jurisdiction over the Project. The **Engineer** shall prepare the Plans and Specifications required in order to obtain approval of, and in accordance with, all requirements of all governmental agencies having jurisdiction over the Project. Any Plans and Specifications furnished by the **Engineer** which are discovered to be defective during any Phase will be promptly corrected by the **Engineer** at no cost to the **City**, and the **Engineer** will promptly reimburse the **City** for all damages, if any, resulting from the use of such defective Plans and Specifications. The **City's** approval, acceptance, use of or payment for all or any part of the **Engineer's** services shall in no way alter the **Engineer's** obligations or the **City's** rights hereunder; and

3.1.1.6. all design and redesign services required within or between the Design Development Phase and the Construction Documents Phase to keep the Construction Cost of the Project within the fixed limit of Construction Cost.

3.1.2. As part of the Basic Services, the **Engineer** shall prepare record drawings in accordance with the following:

3.1.2.1. Record Keeping.

3.1.2.1.1. As the Construction Phase progresses, the **Engineer** shall maintain four separate sets of in-progress record drawings (blueline or blackline) at the Site, one set each for mechanical, electrical, plumbing, and Engineering/structural disciplines. All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

3.1.2.2. Permanent Record Drawing Preparation.

3.1.2.2.1. The **Engineer** shall transfer the information contained on the in-progress record drawings to wash-off mylar transparencies of the original contract drawings. All work shall be performed by experienced and knowledgeable draftspersons using the same standards and quality of drafting as used on the original drawings.

3.1.2.3. Review of Record Drawings at Substantial Completion.

3.1.2.3.1. Upon Substantial Completion of the Work or portions thereof, the **Engineer** or Engineer of record shall review and approve the above permanent record drawings.

3.1.2.4. Submission to the **City**.

3.1.2.4.1. The following shall be submitted to the **City** no later than the date of Substantial Completion:

3.1.2.4.1.1. A complete set of original Construction Documents on mylar and also on disk in AutoCad format.

3.1.2.4.1.2. Permanent record drawings as described above on

mylar with the seal of the **Engineer** or Engineer of record.

3.1.2.4.1.3. One set of blueline prints of the above.

3.1.2.4.1.4. Four sets of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

3.2.1. Commencement. The Schematic Design Phase begins upon the full execution of this Agreement.

3.2.2. Written Program. The **Engineer** in consultation with the **City** and any other persons designated by the **City** shall develop a written program for the Project to ascertain the **City's** needs and to establish the requirements of the Project.

3.2.3. Preliminary Evaluation. The **Engineer** shall provide a preliminary evaluation of the **City's** program, schedule, and construction budget requirements, each in terms of the other.

3.2.4. Alternative Approaches. The **Engineer** shall review with the **City** alternative approaches to the design and construction of the Project.

3.2.5. Schematic Design Documents. The **Engineer** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as well as schedule and construction budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

3.2.6. Independent Cost Estimators. As part of the Basic Services and when requested by the **City**, the **Engineer** shall retain the services of an independent cost estimator whose responsibilities shall include without limitation all cost estimates described in this Agreement, estimates of the cost of Proposed Change Orders and assistance in establishing a Change Order budget, and review and confirmation of the Contractor's cost estimates.

3.2.7. Statement of Probable Construction Costs. The **Engineer** shall submit to the **City** a Statement of Probable Construction Costs.

3.2.8. Life-Cycle Cost Estimates. If this Agreement includes Engineerural services necessary for the preliminary design of a new building or for the modification or replacement of an energy system in an existing building, life-cycle cost estimates for the Project shall be obtained at an initial stage and as a Basic Service. (*Reference:* M.G.L. c. 149, §44M).

3.3. DESIGN DEVELOPMENT PHASE.

3.3.1. Commencement. The Design Development Phase begins upon the **City's** written approval of the **Engineer's** Schematic Design Documents.

3.3.2. Preparation of Design Development Documents. Based on the approved Schematic Design Documents and any adjustments authorized by the **City** in the program, schedule, or construction budget, the **Engineer** shall prepare, for approval by the **City**,

Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to Engineering, structural, mechanical, and electrical systems; materials; and such other elements as may be appropriate. The Design Development Documents shall be complete and unambiguous and shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

3.3.3. Adjustment to Statement of Probable Construction Cost. The **Engineer** shall advise the **City** in writing of any adjustments to the Statement of Probable Construction Cost prior to the commencement of the Construction Document Phase. The approved adjustment of the Statement of Probable Construction Cost or the Statement of Probable Construction Cost, if there is no adjustment, shall constitute a fixed limit of Construction Cost as that term is used herein. Such fixed limit, once established, shall be adjusted only by written agreement of the **City** and the **Engineer**, or as otherwise provided herein.

3.4. CONSTRUCTION DOCUMENT PHASE.

3.4.1. Commencement. The **Engineer's** responsibility to provide Basic Services for the Construction Document Phase under this Agreement commences with the **City's** acceptance and approval of the Design Development Documents and ends on the date the Bidding and Award Phase commences.

3.4.2. Preparation of Plans and Specifications. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City**, the **Engineer** shall prepare, for approval by the **City**, Plans and Specifications setting forth in detail the requirements for the construction of the Project.

3.4.3. Preparation of Additional Bidding Information. The **Engineer** shall assist the **City** in preparing the bidding documents when requested by the **City**.

3.4.4. City-Generated Forms and Documents. The **City** shall provide the **Engineer** with copies of all **City**-generated forms and documents intended to be included in the Project Manual. The **Engineer** will include these forms and documents in its Project Manual. It is the responsibility of the **Engineer** to ensure that all such documents are included in the final Project Manual. Any costs incurred as a result of the failure of the **Engineer** to include any such documents will be borne by the **Engineer** and not charged to the **City**, where such failure is the fault of the **Engineer**. The **Engineer** may propose changes to these **City**-generated forms and documents; however, implementation of such changes are subject to the unilateral approval of the **City**. No changes may be made to such documents without the prior written consent of the **City**. The **Engineer** shall prepare and submit to the **City** for approval the entire Project Manual. The **Engineer** is responsible for ensuring that the Construction Documents comply with all statutory requirements. The **Engineer** will cause the printing of the Project Manuals unless the **City** instructs the **Engineer** otherwise. The Project Manuals shall be printed on paper with a minimum of 20% post consumer content. The cost of producing such Project Manuals will be passed onto the **City** at cost.

3.4.5. Addenda. All addenda shall be issued by the Purchasing Agent; however, at the Purchasing Agent's sole discretion, the **Engineer** may be called upon to prepare a draft of any such addenda. Any corrections to the Construction Documents which require an addendum will be made by the **Engineer** at no charge to the **City**.

3.4.6. Printing of Project Manual. The **Engineer** must provide the **City** with a final draft of the Project Manual and obtain approval from the **City** prior to printing. Any changes

required to be made to the Construction Documents as a result of errors by the **Engineer** or persons within its control will be promptly corrected at no cost to the **City**. The **Engineer** shall make its best efforts to print Project Manuals on paper containing a minimum of twenty percent (20%) post consumer content.

3.4.7. Packaging the Project Manual.. The **Engineer** will require the printer of the Project Manual to wrap each set of Plans in a brown wrapper, or, if the Plans are small in number, fold each set of Plans and insert one set into each Project Manual.

3.4.8. Delivery of Project Manual. The **Engineer** will use its best efforts to ensure that the Purchasing Department receives the number of Project Manuals requested by the Purchasing Department no later than 3:00 p.m. on the day prior to the first day of advertisement of the Invitation to Bid.

3.4.9. Adjustment to Statement of Probable Construction Cost. The **Engineer** shall advise the **City** in writing of any adjustments to Statement of Probable Construction Cost indicated by changes in requirements or general market conditions.

3.5. BIDDING AND AWARD PHASE.

3.5.1. Commencement. The Bidding and Award Phase commences on the date the Invitation to Bid is first advertised pursuant to M.G.L. c. 149, §44J and ends on the date the Construction Phase begins.

3.5.2. Additional Bidders. The **Engineer** shall assist the **City** in obtaining bids if, in the opinion of the Purchasing Agent, an insufficient number of persons requested the Project Manual. The **Engineer** will notify “eligible” and “responsible” persons (as those terms are defined in the M.G.L. c. 149, §44A) of the Invitation to Bid.

3.5.3. When Lowest Bid Exceeds Total Construction Cost. If the lowest bona fide bid by a Contractor exceeds the total construction cost of the Project as set forth in the approved Statement of Probable Construction Costs by more than ten percent (10%), then upon the request of the **City**, the **Engineer** will revise the Plans and Specifications in consultation with the **City** to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the total construction cost set forth in the Statement of Probable Construction Costs by more than ten percent (10%). All revisions pursuant to this paragraph shall be at the **Engineer’s** sole cost and expense (which cost and expense include, but are not limited to the **Engineer’s** time, the cost of reprinting the Project Manual, and the cost of re-advertisement of the Project).

3.5.4. Pre-Bid Conferences. The **Engineer** shall attend all pre-bid conferences.

3.5.5. Investigation of Bidders. The **Engineer** shall investigate, at minimum, the lowest Bidder. The investigation shall include, but is not limited to, reviewing the files maintained by the Division of Capital Asset Management, or any other governmental agency charged with maintaining such documents related to such Bidder, telephoning or writing owners of the Bidder’s prior projects, telephoning or writing Engineers from such prior projects, visiting the sites of such other projects and checking all other appropriate references. The **Engineer** shall provide the **City** with a detailed letter of approval or disapproval of such Bidder. The letter must include relevant language from the appropriate state laws regarding the eligibility and responsibility of Bidders (i.e., M.G.L. c.149, §44A(1), or, if appropriate, M.G.L. c. 29, §29F). If the **Engineer** disapproves of the lowest Bidder, then the **Engineer** must investigate the next lowest Bidder in the same manner described above, and continue to investigate each successive low

Bidder until a Bidder is approved. For every Bidder investigated, the **Engineer** must provide the **City** with a detailed letter as described above.

3.5.6. Preparation of Contract. To the extent required, the **Engineer** shall assist the Purchasing Agent in the preparation of the construction contract.

3.6. CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

3.6.1. Commencement. The Construction Phase commences with the full execution of the contract for construction and terminates on the date of expiration of all of the guarantees and warranties provided by the Contractor to the **City**.

3.6.2. Change in Engineer's Duties, Etc. Construction Phase duties, responsibilities, and limitations of authority of the **Engineer** shall not be extended without written agreement of the **City** and the **Engineer**. Any restrictions or modifications to the **Engineer's** duties and responsibilities can be imposed by the **City** without the consent of the **Engineer**.

3.6.3. Preconstruction Conferences. The **Engineer** shall attend all preconstruction conferences.

3.6.4. Site Visits. The **Engineer** shall visit the Site at intervals appropriate to the stage of construction, but no less than once a week, or as otherwise agreed by the **City** and the **Engineer**, to become familiar with the progress and quality of the Work and to determine with care if the Work is proceeding in accordance with the requirements of the Contract Documents. The **Engineer** shall cause its engineering and other consultants to make similar Site visits, at such times as may be required for observation of portions of the Work designed and/or specified by them. The **Engineer** shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. The **Engineer** shall promptly submit to the **City** a detailed written report subsequent to each on-site visit, which shall include any observation of material deviations by the Contractor or subcontractors from the requirements of the Contract Documents.

3.6.5. Job Meetings. There shall be no less than one job meeting per week. The **Engineer** shall attend all job meetings. The number of meetings per week will depend on the complexity of the Project at a particular stage, the problems encountered on the Project, or the **City's** request that additional meetings be held. The **Engineer** shall also be required to be present when governmental authorities having jurisdiction over the Project visit the Site to inspect the Work. The **Engineer** will exercise good care and diligence in discovering and promptly reporting to the **City**, as well as to the Contractor, any defects or deficiencies in the Work .

3.6.6. Construction Means, Methods, Etc. The **Engineer** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. However, the **Engineer** shall promptly report to the **City** any perceived irregularities.

3.6.7. Contractor's Schedule. Except as otherwise provided in this Agreement, the **Engineer** shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, except to the extent that such failure is caused by the **Engineer**. Except as otherwise provided in this Agreement, the **Engineer** shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this paragraph shall relieve the **Engineer** of its obligations to the **City** elsewhere in this Agreement. The **Engineer** shall review all schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

3.6.8. Communications. The **City** and the Contractor may communicate through the **Engineer**. Communications by and with the **Engineer's** consultants shall be through the **Engineer**, unless the **City** deems it necessary or expedient to speak directly to the consultants.

3.6.9. Applications and Certifications for Payment. Based on the **Engineer's** observations of the Work and evaluations of the Contractor's applications for payment, the **Engineer** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the **City**. The **Engineer's** certification for payment shall constitute a representation to the **City** based on the **Engineer's** observations at the site and on the data comprising the Contractor's application for payment that the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Engineer**. The **Engineer** is required to review and validate the certified payrolls. The **Engineer** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Engineer** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the **City**.

3.6.10. Rejection of Work. The **Engineer** shall have the responsibility, obligation, and authority to reject Work which (1) does not conform to the Contract Documents; (2) which the **Engineer** believes to be defective; and (3) the **Engineer** believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents and shall promptly notify the **City** of such rejection. Whenever the **Engineer** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Engineer** will have the responsibility, obligation, and authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed; provided, however, the **Engineer** must obtain the **City's** prior written approval of any such special inspection or testing. However, neither this authority of the **Engineer** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Engineer** to the Contractor, Subcontractors, Suppliers, other persons performing portions of the Work.

3.6.11. Submittals. The **Engineer** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations; and (b) determining whether the Work, when completed, will be in compliance with the requirements of the Contract Documents. The **Engineer's** action shall be taken with such reasonable promptness as to cause no delay in the Work taking into account the time periods set forth in the latest schedule prepared by the Contractor and approved by the **Engineer** and, in any event, such action shall be taken within fourteen (14) days after submittal to the **Engineer**. The **Engineer** shall indemnify the **City** for any monies paid by the **City** to the Contractor as a result of the **Engineer's** delay in taking appropriate action, as described above, where such delay is not caused in any part by the **City**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designated by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The

Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the **Engineer**, of construction means, methods, techniques, sequences, or procedures. The **Engineer's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the **Engineer** shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

3.6.12. Change Orders and Work Change Directives. The **Engineer** shall prepare Change Orders and Work Change Directives, with supporting documentation and data if deemed necessary by the **Engineer** for the approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time (which is the time in which the Work reaches final completion) and which are not inconsistent with the intent of the Contract Documents.

3.6.13. Interpretations, Clarifications, and Decisions of the Engineer.

3.6.13.1. The **Engineer** will interpret, clarify, and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the Contractor. The **Engineer's** response to such requests will be made with reasonable promptness and within the time set forth herein. Any such written interpretations, clarifications, or decisions shall be binding on the **City** and the Contractor. Interpretations, clarifications, and decisions of the **Engineer** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The **Engineer** may, as the **Engineer** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the Contractor, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents. The **Engineer** shall not be liable for results of interpretations, clarifications, and decisions so rendered in good faith and in the absence of negligence by the **Engineer**.

3.6.13.2. Time Limit for Rendering Decisions. The **Engineer** shall render written interpretations, clarifications, and decisions within a reasonable time, but in no event more than seven (7) days after receipt of same.

3.6.14. Aesthetic Effect. The **Engineer's** decisions on matters relating to aesthetic effect must be consistent with the **City's**. The **Engineer** shall advise the **City** in matters relating to aesthetic effect; however, the **City's** decision in these matters shall be final.

3.6.15. Claims.

3.6.15.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Engineer** for action as provided herein.

3.6.15.2. Time Period and Action. The **Engineer** shall review Claims and shall do one of the following within seven (7) days of receipt of the Claim:

3.6.15.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

3.6.15.2.2. decline to render a decision for any reason which it deems

appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Engineer**); or

3.6.15.2.3. render a decision on all or a part of the Claim.

If the **Engineer** requests additional information, the **Engineer** shall take action with respect to the Claim no later than seven (7) days after receipt of the additional information. The **Engineer** shall notify the parties in writing of its disposition of such Claim. If the **Engineer** decides that the Work relating to such Claim should proceed regardless of its disposition of such Claim, the **Engineer** shall issue to the Contractor a written order to proceed.

3.6.15.3. Decisions.

3.6.15.3.1. Decisions by the City or the Engineer. (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Engineer** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than [seven (7)] days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Engineer** shall, within [seven (7)] days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the seven-day period and the date by which the decision will be made.

3.6.15.4. Resolved Claims. If a Claim is resolved, the **Engineer** shall obtain or prepare the appropriate documentation and provide the **City** and the Contractor with a copy of same.

3.6.16. Determination of Substantial and Final Completion. On behalf of the **City**, the **Engineer** shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the **City**. Such inspections shall include a reasonable number of Site visits by the **Engineer** and the **Engineer's** engineering consultants. The **Engineer** shall provide to the **City** a written report of all findings with recommendations for appropriate action. The **Engineer** will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the **Engineer** is satisfied that all such documents are complete as required by the Contract Documents, the **Engineer** shall issue a final certificate of payment.

3.6.17. Inspection Prior to End of Guarantee Period. Notwithstanding any other provision in this Agreement, at least thirty (30) days prior to the expiration of the Contractor's guarantee period, the **Engineer** shall assist the **City** in inspecting the Project at the **City's** request and provide to the **City** a written report of all findings with recommendations for appropriate action. Such inspections shall include a reasonable number of Site visits by the **Engineer** and the **Engineer's** engineering consultants.

3.6.18. Certificate of Occupancy. The **Engineer** shall be responsible for satisfying any and all requirements with respect to services of an Engineer necessary to obtain a permanent certificate of occupancy under the Commonwealth of Massachusetts State Building Code.

3.6.19. Limitation on the Engineer's Responsibilities.

3.6.19.1. Neither the **Engineer's** authority to act under the provisions of the Contract Documents nor any decision made by the **Engineer** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Engineer** to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person.

3.6.19.1.1. The **Engineer** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The **Engineer** will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The **Engineer** will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 4

ENGINEER'S ADDITIONAL SERVICES

4.1. IN GENERAL. The services described hereunder shall be paid for by the **City** in addition to the compensation for Basic Services. Prior to performing any service which the **Engineer** claims to be an Additional Service, the **Engineer** shall notify the **City** in writing that the service is an Additional Service, and shall provide with such notice an estimate of the additional compensation which will be payable to the **Engineer** for performing such service. Such service shall not be performed, nor shall such estimate be exceeded, without the **City's** prior written approval. Failure to so notify the **City** and obtain the **City's** written approval shall constitute a waiver of the **Engineer's** claim for additional compensation on account of such services. These services shall be provided only if authorized or confirmed in writing by the **City**. Notwithstanding anything to the contrary in this Agreement, the **City** shall not be responsible to pay and the **Engineer** shall not be entitled to receive compensation for any additional service if such service was required due to the fault of the **Engineer** or the **Engineer's** failure to perform in accordance with the terms of this Agreement. Neither the **Engineer** nor its consultants shall be compensated for any services involved in preparing changes that are required for additional Work that should have been anticipated by the **Engineer** in the preparation of the Construction Documents, as reasonably determined by the **City**.

4.2. LIST OF ADDITIONAL SERVICES. The following list of Additional Services is intended to be illustrative and not considered all inclusive:

4.2.1. Making major revisions in Plans, Specifications, or other documents when such major revisions are:

4.2.1.1. inconsistent with approvals or instructions previously given by the **City**, including revisions made necessary by adjustments in the **City's** program or project budget;

4.2.1.2. required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or

4.2.1.3. due to changes required as a result of the **City's** failure to render decisions in a timely manner and where such failure is in no way caused by the **Engineer**.

4.2.2. Providing services required because of major changes in the Project instigated by the **City**;

4.2.3. Material design work requested by the **City** in connection with Change Orders, Construction Change Directives, and the Contractor's value engineering proposals, provided that evaluation and judgments of the proposed changes and value engineering substitutions shall be provided as a Basic Service;

4.2.4. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work; provided, however, that such services are not required as a result of the negligence of the **Engineer**; and

4.2.5. Providing any other services not otherwise included in this Agreement.

ARTICLE 5

OTHER CONDITIONS OR SERVICES

5.1. **OTHER SERVICES.** Any other services which are part of Basic Services are set forth in APPENDIX D.

5.2. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, the **Engineer** and the **Engineer's** consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project Site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances, provided, however, the **Engineer** shall report to the **City** the presence and location of any hazardous material observed by the **Engineer** (or any material suspected to exist) or that an Engineer of similar skill and expertise should have observed.

ARTICLE 6

THE CITY'S RESPONSIBILITIES

6.1. **REQUIREMENTS FOR THE PROJECT.** The **City** shall consult with the **Engineer** regarding requirements for the Project, including the **City's** contemplated objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

6.2. **BUDGET.** The **City** shall consult with the **Engineer** in order to establish and update an overall budget for the Project, including the Construction Cost, the **City's** other costs and reasonable contingencies related to all of these costs.

6.3. **AUTHORIZED REPRESENTATIVE** The **City** shall designate a representative authorized to act on the **City's** behalf with respect to the Project. The **City** or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the **Engineer** in order to avoid unreasonable delay in the orderly and sequential progress of the **Engineer's** services.

6.4. CONSULTANTS. The **City** shall furnish the services of consultants not listed in the advertisement for the Request for Proposals when the **City** deems such services to be necessary.

6.5. FURNISHING INFORMATION OR SERVICES. Notwithstanding anything to the contrary written herein, the **City** shall only furnish information or services described in herein to the extent that any such information or service is reasonably required by the **Engineer** to perform its services under this Agreement. The **Engineer** shall review and confirm the sufficiency of any test and information furnished to the **Engineer** by or on behalf of the **City** pursuant to this section.

6.6. NOTICE OF FAULT OR DEFECT. The **City** shall give prompt written notice to the **Engineer**, if the **City** becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

ARTICLE 7

USE OF THE ENGINEER'S PLANS, SPECIFICATIONS, AND OTHER DOCUMENTS

7.1. IN GENERAL. The Plans, Specifications, and other documents prepared by the **Engineer** for this Project are instruments of the **Engineer's** service for use solely with respect to this Project and, unless otherwise provided, the **Engineer** shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. The **City** shall be permitted to retain copies, including reproducible copies, of the **Engineer's** Plans, Specifications, and other documents for information and reference in connection with the **City's** use and occupancy of the Project. The **Engineer's** Plans, Specifications, or other documents shall not be used by the **City** or others on other projects, except by agreement in writing. However, it is expressly understood and agreed that the **City** shall have the right to utilize the Plans, Specifications, and other documents in the event the **City** expands the Project, corrects any deficiencies, or makes any renovations or repairs to the Project. In the event of termination or purported termination of this Agreement by either party, the **City** may use the Plans, Specifications, and other documents in connection with the Project, notwithstanding any dispute between the **City** and the **Engineer** as to the reason for validity of the termination, provided only that the **Engineer** has been paid for its work through the date of the termination, unless the matter of such payment is subject to litigation or other dispute resolution procedure provided for herein.

7.2. OFFICIAL REGULATORY REQUIREMENTS. Submission or distribution of the Plans, Specifications, and other documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the **Engineer's** reserved rights herein.

ARTICLE 8

BASIS OF COMPENSATION

8.1. IN GENERAL. For Basic Services, compensation shall be as provided in APPENDIX E.

8.2. STIPULATED SUM. Where the compensation is based on a stipulated sum, progress payments for Basic Services in each phase shall be as stated in APPENDIX F.

8.3. MATERIAL CHANGE IN SCOPE OR SERVICES. In the event of a material change in the scope or services of the Project or the **Engineer's** services, the **Engineer** shall

continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the **Engineer's** compensation hereunder. Equitable adjustments shall be made to the total dollar amount of this Agreement in the event of changes in scope or services herein. (Reference: M.G.L. c. 7, §38G).

8.4. ADDITIONAL SERVICES OF THE ENGINEER. For Additional Services of the **Engineer**, compensation shall be as stated in APPENDIX C.

8.5. ADDITIONAL SERVICES OF THE CONSULTANTS. For additional services of consultants, compensation shall be the actual cost billed to the **Engineer** for such services stated in APPENDIX G.

8.6. REIMBURSABLE EXPENSES. For Reimbursable Expenses, compensation shall be the actual cost billed to the **Engineer** for such services.

ARTICLE 9

PAYMENT TO THE ENGINEER

9.1. The **City** shall make payments directly to the **Engineer** within forty-five (45) days after the **City** receives and approves the **Engineer's** detailed certified monthly statement. The detailed monthly statement must include, at minimum, itemized hours and work performed by the **Engineer** (including, but not limited to, all employees of the **Engineer** and its agents), and an itemized list of Reimbursable Expenses. Records of the **Engineer's** expenses and hours pertaining to this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the **City** or its authorized representative upon reasonable notice for inspection and copying during regular business hours for six (6) years after the date of the final certificate of payment.

9.2. No payments will be made in advance of services rendered.

9.3. Deductions may be made from the **Engineer's** compensation, if the **Engineer** has not properly performed the services required in accordance with the terms of this Agreement.

ARTICLE 10

INSURANCE REQUIREMENTS

10.1. The **Engineer** at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the **Engineer** or of any person for whose performance the **Engineer** is legally liable arising out of the performance of such contracts for design services. The **City** may require a consultant employed by the **Engineer** subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the **Engineer** is required by the **City** to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance coverage to the **City** prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX H. Any amendments these insurance requirements are set forth in APPENDIX H.

10.2. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

10.3. The **Engineer** and its structural, mechanical, and electrical engineering consultants shall each maintain the following minimum insurance coverages:

10.3.1. Workers' Compensation insurance in compliance with Massachusetts law;

10.3.2. Employer's liability policy covering bodily injury by accident (\$100,000 each occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

10.3.3. Comprehensive automobile liability insurance including hired, non-owned, and leased vehicles, if any, in the amount of \$1,000,000 covering personal injury, bodily injury, and property damage;

10.3.4. Valuable Papers insurance in the amount of \$100,000 covering damage to plans, drawings, computations, filed notes, or other similar data relating to the Work covered by this Agreement;

10.3.5. Commercial general liability insurance with a primary limit of not less than \$1,000,000 combined single limit and naming the **City** as an additional insured; and

10.3.6. Professional Liability insurance in an amount not less than \$1,000,000 or ten per cent (10%) of the Project's estimated cost of construction, or such larger amounts as the **City** may require, for the applicable period of limitations, including contractual liability coverage with all coverage retroactive to the earlier date of this Agreement or the commencement of the **Engineer's** services in relation to the Project.

10.4. All insurance shall be provided by companies qualified and licensed to do business in the Commonwealth of Massachusetts and acceptable to the City, and shall be maintained for a period of six (6) years following the last performance of services under this Agreement. Certificates evidencing such insurance shall be furnished to the **City** upon the execution of this Agreement by the **Engineer** and upon each renewal period thereafter. The policies shall provide that the policies shall not be cancelled, renewed, or amended without thirty (30) days' prior notice to the **City**. All requests by the **Engineer** for approval of engineers or other consultants shall be accompanied by certificates setting forth the types and amounts of insurance carried by them. The **Engineer** shall require each such engineer or other consultant approved by the **City** to maintain the insurance shown in such certificate in accordance with the provisions of this paragraph.

ARTICLE 11

STATUTORY RECORD-KEEPING AND RECORD-FILING REQUIREMENTS (M.G.L. C. 30, §39R)

11.1. The **Engineer** shall make and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Engineer**.

11.2. Until the expiration of six (6) years after final payment, the office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the **Engineer** or of its subcontractors that directly pertain to and involve transactions relating to, the **Engineer** or its subcontractors.

11.3. The **Engineer** shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the **City**, including in its

description the date of the change and reasons therefore, and shall accompany said description with a letter from the **Engineer's** independent certified public accountant approving or otherwise commenting on the changes.

11.4. The **Engineer** has filed a statement of management (“management,” as used in these paragraphs is defined in M.G.L. c. 30, §39R(a)(7) as “the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor” which is the **Engineer** herein) on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement.

11.5. The **Engineer** must file with the **City** a statement of management as to whether the system of internal accounting controls of the **Engineer** and its subsidiaries reasonably assures that:

11.5.1. transactions are executed in accordance with management’s general and specific authorization;

11.5.2. transactions are recorded as necessary:

11.5.2.1. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

11.5.2.2. to maintain accountability for assets;

11.5.3. access to assets is permitted only in accordance with management’s general or specific authorization; and

11.5.4. the record accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

11.6. The **Engineer** has filed with DCAM prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d). The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant’s report. Such statements shall be made available to the **City** upon request.

11.7. The **Engineer** shall file with the **City** a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

11.7.1. whether the representations of management in response to this paragraph and the previous paragraph are consistent with the result of management’s evaluation of the system of internal accounting controls; and

11.7.2. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the **Engineer's** financial statements.

NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.

(Reference: M.G.L. c. 30, §39R)

ARTICLE 12

TERMINATION, SUSPENSION, OR ABANDONMENT

12.1. Except for reasons of nonpayment, this Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and may be terminated without cause by the **City** upon at least seven (7) days' written notice to the **Engineer**. In the event this Agreement is terminated by the **City** pursuant to this paragraph, the **Engineer** shall be entitled to receive compensation for Basic and Additional Services properly performed and for all substantiated Reimbursable Expenses incurred to the date of the notice of termination, but in no event shall compensation exceed the amount specified hereafter if the Project does not proceed and in no event shall any payment be due earlier than such payment would otherwise be due hereunder. Moreover, the **City** shall be entitled to retain from the monies alleged to be due to the **Engineer** an amount that reasonably reflects the cost and expense incurred or to be incurred by the **City** associated with the termination, if the termination is with cause.

12.2. The **City** reserves the right to stop or suspend the work upon seven (7) days' written notice to the **Engineer**, with no resulting fee adjustment to the **Engineer**, unless such suspension extends for more than twelve (12) months, in which case the **Engineer's** compensation shall be equitably adjusted when the project is resumed to provide for expenses incurred in the interruption and resumption of the **Engineer's** services. The **Engineer** shall have no cause for termination of this Agreement based on suspension of the Project unless such suspension extends for more than twelve (12) months.

12.3. Persistent failure by the **City** to make payments to the **Engineer** in accordance with this Agreement or persistent failure of the **City** to pay the **Engineer** within forty-five (45) days of receipt of a statement for services properly performed shall be considered nonperformance and cause for termination. "Persistent" herein shall mean at least three occasions.

12.4. If the **City** fails to make payment when due for services and expenses properly performed, the **Engineer** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Engineer** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13.2. VENUE. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

13.3. PARTNERS, SUCCESSORS, ASSIGNS, ETC. The **City** and the **Engineer**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representative of such other

party with respect to all covenants of this Agreement.

13.4. PROHIBITION AGAINST ASSIGNMENT. The **Engineer** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Engineer** of its obligations thereunder.

13.5. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the **City** and the **Engineer** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can be amended only by a written instrument signed by both the **City** and the **Engineer**.

13.6. THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **City** or the **Engineer**.

13.7. NOTICES AND DEMANDS. Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the addresses set forth in APPENDIX I. Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

13.8. WAIVER OF RIGHTS. The **City's** review, approval, acceptance, or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and the **Engineer** shall be and shall remain liable to the **City** for all damages incurred by the **City** as the result of the **Engineer's** failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the **City** provided for under this Agreement are in addition to any other rights or remedies provided or allowed by law.

13.9. PERSONAL LIABILITY. No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Engineer** under any term or provision of this Agreement for the **City's** payment obligation or otherwise, or because of any breach hereof.

13.10. INDEMNIFICATION. The **Engineer** shall indemnify and defend the **City** from and against all claims, costs, and liability arising out of the **Engineer's** Services hereunder, to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the **Engineer**, or breaches by the **Engineer** of its obligations hereunder or (with respect to the **Engineer's** duty to defend) are claimed to be the result thereof.

13.11. ENGINEER'S PRINCIPALS AND SENIOR PERSONNEL. The **City** is relying on the continued participation in the Project of the principals and senior personnel whose names and time commitments and, where applicable, Massachusetts professional registration numbers are listed in the attached APPENDIX J. The **Engineer** shall not remove any such individual from the Project or reduce his or her time commitment to the Project without the **City's** written consent unless such individual dies, becomes disabled, or terminates his or her employment. The replacement of any individual listed in APPENDIX J shall be subject to the **City's** written approval.

13.12 USE OF PROJECT-RELATED DOCUMENTS. The **Engineer** may, upon prior written consent of the **City**, include representations of the design of the Project, including photographs of the exterior and interior, among the **Engineer's** promotional and professional materials. The

Engineer's materials shall not include the **City's** confidential or proprietary information if the **City** has previously advised the **Engineer** in writing of the specific information considered by the **City** to be confidential or proprietary. The **City** shall provide professional credit for the **Engineer** on the construction sign and in the promotional materials for the Project. The **City** considers all information concerning the Project to be confidential and proprietary unless otherwise expressly indicated in writing to the **Engineer**.

ARTICLE 14
CERTIFICATIONS

14.1. The undersigned **Engineer** certifies under the penalties of perjury that:

14.1.1. the **Engineer** has not given, offered or agreed to give any gift contribution or offer of employment as an inducement for, or in connection with, the award of a contract for design services;

14.1.2. no consultant to, or subcontractor for the **Engineer** has given, offered or agreed to give any gift, contribution, or offer of employment to the **Engineer**, or to any other person, corporation, or entity as an inducement for or in connection with the award to the consultant or subcontractor of a contract by the **Engineer**;

14.1.3. no person, corporation, or other entity, other than a bona fide, full-time employee of the **Engineer** has been retained or hired to solicit for or in any way assist the **Engineer** in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer;

14.1.4. the **Engineer** has internal accounting controls as required by M.G.L. c. 30, §39R and the **Engineer** shall:

14.1.4.1. for a six-year period after the final payment maintain accurate books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Engineer**;

14.1.4.2. file regular statements of management concerning internal auditing controls; and

14.1.4.3. file an annual audited financial statement; and submit a statement from an independent certified public account that such C.P.A. or public accountant has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **Engineer's** financial statements, as provided by M.G.L. c. 7, §38H(e) and

14.1.5. the **Engineer** has filed a statement of management on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement;

14.1.6. the **Engineer** has filed with DCAM prior to the execution of this Agreement an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d); and

14.1.7. the **Engineer** has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A).

CITY OF CAMBRIDGE

ENGINEER

Richard C. Rossi
City Manager

Signature
Print Name and Title

APPROVED AS TO FORM:

By:

Nancy E. Glowa
City Solicitor

Amy L. Witts
Purchasing Agent

APPENDIX A

**REQUEST FOR PROPOSALS
APPENDIX B**

SCHEDULE OF PERFORMANCE OF THE ENGINEER

APPENDIX C

COMPENSATION FOR ADDITIONAL SERVICES

	Out-of-Court	In Court
Witness Fee	\$ _____	\$ _____

APPENDIX D

ADDITIONAL BASIC SERVICES

APPENDIX E
COMPENSATION FOR BASIC SERVICES

APPENDIX F

COMPENSATION BASED ON A STIPULATED SUM

APPENDIX G

COMPENSATION FOR ADDITIONAL SERVICES OF CONSULTANTS

APPENDIX H

**CERTIFICATES OF INSURANCE
AND
ADDITIONAL INSURANCE REQUIREMENTS**

APPENDIX I

NOTICES

Notice to the **City** shall be addressed to:

City Manager
City of Cambridge
795 Massachusetts Avenue
Cambridge, MA 02139
Facsimile: (617) 349-4007

Notice to the **Engineer** shall be addressed to:

Name of Engineer _____
Street Address _____
City/State/Zip Code _____
Phone Number _____
Fax Number _____

APPENDIX J

**MASSACHUSETTS PROFESSIONAL REGISTRATION NUMBERS
AND
EXPIRATION DATES**

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>EXPIRATION DATES</u>
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APPENDIX K

TRUTH-IN-NEGOTIATIONS CERTIFICATE

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

«NAME OF ENGINEER»
BY:

SIGNATURE TITLE

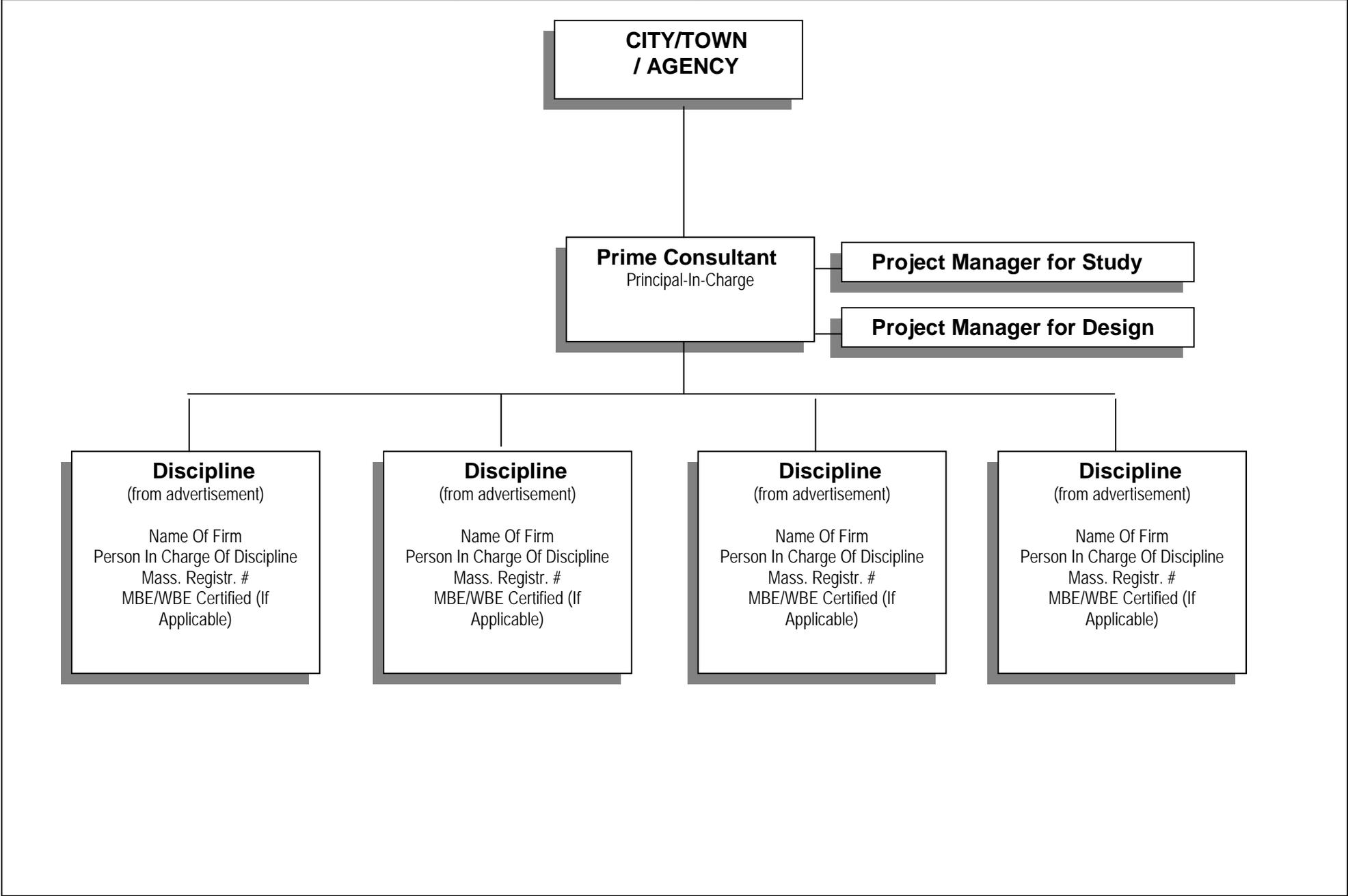
PRINT NAME OF SIGNATORY

DATE

PROJECT: «NAME OF PROJECT»

Reference: M.G.L. c. 7, §38H(b)

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

File No. 7296 - Request for Qualifications for Zero Waste Master Plan

Appendix 1-10

Section 7. Personnel File Each employee shall be permitted with advance notice of seventy-two (72) hours to examine, during normal business hours, his personnel file. The City may require that a Personnel Office employee be present during the examination. Employees may obtain a copy of documents contained in his/her personnel file at the copying cost established by the Commonwealth for public records.

Section 8. Civil Service Examination Employees shall be granted reasonable leave with pay for the purpose of taking a Civil Service test or examination provided the employee submits a copy of his notice of the examination, prior to the date of his scheduled examination or, in the case of walk-in examination, a copy of the results of the examination.

Section 9. Discipline Employees may be disciplined or discharged for just cause, provided, however, that an employee may be terminated during his probationary period without recourse by the employee or the Union. For purposes of this section, the union probationary period shall be 12 months. Employees who have completed their probationary period under G.L. c. 31 shall follow civil service procedures in appealing any disciplinary action by the City. For these purposes, a civil service hearing before the appointing authority or the appointing authority's designated hearing officer shall be regarded as the Step 3 hearing pursuant to Article 3. Disciplinary action may be submitted to arbitration pursuant to Article 4 at such time as it is otherwise appealable to the Civil Service Commission. An eligible employee may exercise his/her appeal to the Civil Service Commission or to arbitration, but not both.

Section 10. Indemnification of Employees The City shall, in accordance with Chapter 268, Section 9, of the General Laws, indemnify any employee for expenses or damages incurred by him in the defense or settlement of a claim against him in an amount not to exceed One Million Dollars (\$1,000,000.00), which claim arose out of acts performed by such employee while acting within the scope of his official duties of employment; provided that the defense or settlement of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City or by an attorney furnished by an insurer obligated under the terms of a policy of insurance to defend the City against such claim.

Section 11. Maintenance of Rubbish Packers The City shall use not less than seven (7) packers, unless sufficient personnel are not available as a result of illness, injury or vacation. Up to fifty days per year the City may assign six (6) packers.

The City may assign up to three (3) additional packer(s) to collect organic/yard waste, on a daily basis. During periods when, in the opinion of the City, there is insufficient organic/yard waste to justify assignment of such vehicles and personnel to organic waste collection, the City may, in its discretion, assign such vehicles and personnel to assist with rubbish collection or other solid waste operations. When collecting organic/yard waste, the City reserves the right to assign two (2) persons to such packers.

When the City assigns fewer than seven (7) packers due to a lack of personnel, those assigned to rubbish pick-up shall receive a \$1.00 premium for all hours paid that day, over and above their regular hourly rate. During the up to fifty days when the City intentionally assigns less than seven

(7) packers to rubbish collection, those assigned to rubbish and organic/yard waste collection shall receive a \$1.50 premium for all hours paid that day. If, during the fifty days, the City assigns more than two (2) additional packers to collect organic/yard waste, the premium pay referred to in the previous sentence shall be \$2.00 per hour rather than \$1.50 per hour. During this period, the City, in its discretion, may assign one or more rubbish packers to assist with organic waste collection after completion of their regular rubbish route for the day. Those assigned to assist with such organic/waste collection after completing their regular rubbish route for the day shall receive an additional \$2.00 premium for all hours paid that day.

No permanent employees of the Department of Public Works shall be laid off as a result of reducing the minimum number of packers used.

The City and the Union agree to meet quarterly during the term of this agreement to discuss problems, issues and or concerns as they relate to the implementation of this provision. If the City determines that, at some times additional packers (beyond the three referred to above) may be required for organic/yard waste pickup, the City and union agree to discuss procedures for meeting this need.

Section 12. Rate Upon Promotion Any employee promoted to a position in a higher pay grade shall be placed in the step in the higher pay grade which shall result in receiving no less than a full increment pay increase. An employee who has more than fifteen (15) years of service shall receive the maximum pay grade of the position he/she is promoted.

Section 13. Pay Checks All pay checks shall be delivered to employees no later than 12 noon on each pay day; provided that checks shall be cashed on the employee's own time.

Employees hired on or after July 1, 2011 will be required to use direct deposit; pay stubs for those employees hired on or after July 1, 2011 may be made available to employees on-line, rather than through paper copy.

Section 14. Licenses For employees in the Public Works Department, the Electrical Department and the Water Treatment Plant Operators in Unit G, the City will pay for required licenses in order for these employees to perform work within their classifications.

Section 15. T-pass Reimbursement The City shall reimburse 65% of the cost of a monthly T-pass up to a maximum reimbursement of \$120 pre-tax for T-passes purchased through payroll deduction.

Section 16. Parking Garage The City will provide subsidized parking for Local 25 members at the First Street Garage, under the same terms as parking is provided at the Green St. Garage, i.e., \$2.00 per exit, or \$10.00 per week paid through payroll deduction. The City will arrange with Cambridge Health Alliance to allow City employees who park at First Street to ride the CHA shuttle to and from the Hampshire Street work location during hours of operation of the CHA shuttle. The City will provide subsidized parking at the Main Library Parking Garage for Local 25 members regularly assigned to work at the Main Library under the same terms as those

File

City of Cambridge
Articles of Agreement

Commodity: Curbside Collection of recycling & Yard Waste for Public Works
File Number: 6844

This agreement is made and entered into this 07/21/2015, by and between the City Of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc. a corporation duly organized and existing under the laws of the State of Massachusetts ("the Contractor").
Address: 100 Cross Street Somerville, MA 02145
Telephone: 617-776-5120, Fax 617-623-8580, Email, kdoug@landd.biz

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on 11/01/2015 and ending on 10/31/2020.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of 06/11/2015.

Contract Value: \$9,647,076.00

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice the Public Works Department, 147 Hampshire Street, Cambridge, MA 02139 to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Curbside Collection of Recycling and Yard Waste; 2015

Item 1: Weekly collection of single stream recyclables delivered to a location within five miles of 147 Hampshire Street, Cambridge, Massachusetts.

Year 1 price: 11/2/15 – 10/28/16	\$ 1,437,000.00
Year 2 price: 10/29/16 – 10/27/17	\$ 1,480,140.00
Year 3 price: 10/30/17 – 10/26/18	\$ 1,524,540.00
Year 4 price: 10/29/18 – 10/25/19	\$ 1,570,320.00
Year 5 price: 10/28/19 – 10/30/20	\$ 1,617,420.00
TOTAL ITEM 1	\$ 7,629,420.00

Item 2: Seasonal weekly yard waste collection delivered to a compost facility determined by Contractor (April-mid-December).

Year 1 price: 11/2/15 – 10/28/16	\$ 379,980.00
Year 2 price: 10/29/16 – 10/27/17	\$ 391,380.00
Year 3 price: 10/30/17 – 10/26/18	\$ 403,200.00
Year 4 price: 10/29/18 – 10/25/19	\$ 415,296.00
Year 5 price: 10/28/19 – 10/30/20	\$ 427,800.00
TOTAL ITEM 2	\$ 2,017,656.00

TOTAL ITEMS 1 AND 2: \$ 9,647,076.00

Total in words: \$ NINE MILLION SIX HUNDRED FORTY-SEVEN THOUSAND SEVENTY-SIX DOLLARS

Alternate A: Additional hauling distance. Additional cost, if any, to haul and deliver single stream recyclables to location greater than five miles but within twenty miles of 147 Hampshire Street, Cambridge, Massachusetts.

Year 1 price: 11/2/15 – 10/28/16	\$ 283,980.00 Per Year
Year 2 price: 10/29/16 – 10/27/17	\$ 292,500.00 Per Year
Year 3 price: 10/30/17 – 10/26/18	\$ 301,260.00 Per Year
Year 4 price: 10/29/18 – 10/25/19	\$ 310,320.00 Per Year
Year 5 price: 10/28/19 – 10/30/20	

Bidder Name RUSSELL

Curbside Collection of Recycling and Yard Waste; 2015

	\$ <u>319,620.00</u> Per Year
TOTAL ALTERNATE A	\$ <u>1,507,680.00</u>

TOTAL ITEMS 1, 2 AND ALTERNATE A: \$ 11,154,756.00

Total in words: ELEVEN MILLION ONE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS

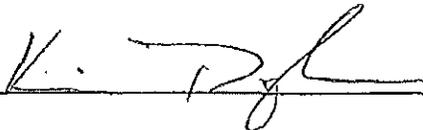
Alternate B: Additional hauling distance. Additional cost, if any, to haul and deliver single stream recyclables to location greater than 20 miles but within 25 miles of 147 Hampshire Street, Cambridge, Massachusetts.

Year 1 price: 11/2/15 – 10/28/16	\$ <u>40,020.00</u> Per Year
Year 2 price: 10/29/16 – 10/27/17	\$ <u>41,220.00</u> Per Year
Year 3 price: 10/30/17 – 10/26/18	\$ <u>42,468.00</u> Per Year
Year 4 price: 10/29/18 – 10/25/19	\$ <u>43,680.00</u> Per Year
Year 5 price: 10/28/19 – 10/30/20	\$ <u>45,000.00</u> Per Year
TOTAL ALTERNATE B	\$ <u>212,388.00</u>

TOTAL ITEMS 1, 2, ALTERNATE A AND ALTERNATE B: \$ 11,367,144.00

Total in words: \$ ELLEVEN MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS

Signature of Bidder



Bidder Name RUSSELL

The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in the contract. Notwithstanding municipal approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the municipality shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to Worker's Compensation requirements.

The Contractor and its subcontractors and employees are not employees of the City nor eligible for any City benefits, including, without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

2-F Termination on Default

If either party breaches any of the terms or conditions of its contract, the other party shall give the offending party written notice specifying the breach. The offending party shall have 15 days to cure such breach. Upon the failure of the offending party to cure within such period, the other party may cancel the contract in a written notice to the offending party. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have. Failure by either party to provide such notice of termination in the event of a default, or to terminate this contract upon a failure by the breaching party to cure such default, shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

SECTION 3: COLLECTION OPERATIONS

3-A Route Information

Curbside collection occurs once per week in each of the 5 collection divisions of the City, one on each weekday and all materials collected on the same day (see Attachments). The City reserves the right to change routes or schedules under this Contract and shall notify the Contractor of any change at least 60 calendar days in advance of the effective date. Any change or deviation in routes that the Contractor wishes to make must be presented to the City and approved in writing from the DPW Commissioner, or designee, before making such change or deviation.

Monday's route serves approximately 10,000 households in roughly 2,650 buildings. Tuesday has ~8,250 households in ~2,600 buildings. Wednesday has ~8,200 households in ~1,800 buildings. Thursday has ~9,000 households in ~2,100 buildings. Friday has ~9,500 households in ~2,030 buildings. See Attachments for more data on Cambridge's housing stock. City buildings, schools and nonprofits are typically collected on the same day that the surrounding neighborhood is served.

The Contractor shall drive by and provide collection service to all buildings covered by this contract. No building or street will be deleted from a route list because of infrequent participation. At present there are 5 buildings serviced on Wednesdays and 12 buildings serviced on Thursdays that are not located in those neighborhoods. This list of buildings is in the Attachments. The City will notify the Contractor if there are any changes to this arrangement.

Residential properties are continually being developed in Cambridge. For new locations that may need City recycling service, visit CambridgeMA.Gov/cdd/econdev/resources/DevelopmentLog. The City will try to provide the Contractor 3 weeks notice for these locations. There are about 200 mostly residential locations in Cambridge that have private recycling service with another hauler. This includes particularly large residential buildings, university affiliated housing, some nonprofits and private schools. If recycling totes at the curb are not Cambridge-issued they should not be emptied unless directed by the City.

3-B Collection Schedule and Holidays

Collection vehicles may begin collection at 7am (per the City's Noise Ordinance) and the Contractor shall do its best to complete collection on or before 4 pm. If the Contractor fails to satisfy its obligation for timely collection, additional collection vehicles and personnel shall be used to promptly remedy such failure. If the Contractor violates the City's Noise Ordinance, disciplinary hearings may be held by the License Commission, which could result in the suspension or revoking of the privilege to operate in the City.

On normal weeks, the Contractor is not required to provide collection service on Saturdays or Sundays. However, there is no collection on legal holidays, including New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas. Collection on those days and the remaining weekdays occurs one day late, including Saturday. The City will provide such schedule to the Contractor, which is

File No. Curbside Collection of Recycling and Yard Waste; 2015

posted at CambridgeMA.Gov/TheWorks.

3-C Access

The presence of obstructions or other difficult collection conditions (i.e. illegally parked cars, parked cars crowding intersections, parked cars or snow banks narrowing the street, construction activities, etc.) shall not negate the requirement to collect recyclables or yard waste. Drivers must attempt to enter from the other side of the obstruction if possible, or receptacles must be walked out if necessary.

Current construction updates are posted on CambridgeMA.Gov/TheWorks. The Contractor is responsible to check the City website for information about areas undergoing construction to plan ahead for collection service. Construction activity on a given street does not negate the obligation for collection. City construction contractors must provide collection trucks access to the streets they are working on, or are required to assist in bringing the materials to an accessible location. If neither of these occurs after request by the driver, the Contractor must notify the City and return to pick up on that street at the City's direction.

Generally, the Contractor may not go onto private property. Containers are placed at the curb, or within 5 feet of the sidewalk side of the curb or street edge. At specific multi-family or city buildings, collection may occur in the parking area. See Attachments for locations with pickup on private property. The City shall consult with the Contractor about changes to this list.

Regardless of street obstructions, the Contractor shall leave containers on the sidewalk at the point of collection (except for yard waste bags). Containers must never be thrown into the street, sidewalk, driveways or parking areas. Containers cannot be left obstructing vehicles or pedestrians. The Americans with Disabilities Act requires that sidewalks and walkways remain unobstructed. According to Section 4.3.3 of ADA Accessibility Guidelines, walks must be maintained so as to have a "minimum clear width of ...36 inches..."

3-D Property Damage and Accidents

The Contractor will take adequate precautions to protect all residential, municipal, and commercial property, (including buildings, trees, plantings, lawn pavement, vehicles or other items or areas that are within school and other public boundaries) from any damage and is responsible for any such damage caused a result of this service. The Contractor shall be responsible for any damage caused to private or public property caused by the Contractor or Subcontractor during operations. The Contractor must report to the City any accidents involving its vehicles or staff that cause personal injury or property damage in Cambridge within 30 minutes of each incident. In addition, the Contractor must submit a City supplied accident report form to the DPW Commissioner, or designee, for each accident by the end of the business day in which the incident occurred.

3-E Clean Up on Route

The Contractor must pick up all blown, littered and broken material resulting from collection and hauling. If at any time during collection and transport materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop, or notify the City if other necessary arrangements for the immediate clean up of spilled materials is required.

3-F Snow and Ice Policy

The Contractor is not required to provide collection service on any given day when snow and ice causes the cancellation of regular City trash collection. Collections will be made according to the regular rubbish snow and ice collection contingency schedule. At a minimum, residents will be notified of this policy in media announcements as coordinated by the City. The City may ask the Contractor to drive the previous day's route in addition to that day's route in order to get missed set outs.

3-G Go Backs and Complaints

Residents report missed pick-ups or "go backs", and complaints about curbside collection by contacting DPW at (617) 349-4800 or at CambridgeMA.Gov/Report/MissedPickup. These locations may have been missed by the driver or set out late by the resident. On average there are 5-20 go backs per day. The Contractor shall be required to pick up any whole streets missed or street sections. If any collection customer experiences repeat collection problems, the City and Contractor will develop a mutually agreeable plan to avoid future service problems. The City may check these addresses on collection day close to 7am to determine if the material is being placed out on time.

All go backs for recycling and yard waste pickup reported to the Contractor by the City before 2:00 pm shall be investigated and resolved on the same day, unless otherwise mutually agreed by the City and the Contractor Supervisor.

Bidder Name _____

The City and the Contractor may agree upon an alternative schedule for communicating and resolving complaints, and such schedule shall supersede the schedule described herein. Failure to satisfactorily resolve any go back or complaint may result in liquidated damages. See Attachments.

3-H Contamination and Rejections

Contamination is the presence of improperly prepared recyclables, yard waste, or the presence of unaccepted items. Contaminated materials must be left in the container, temporarily removed and returned to the containers, or in an adjacent trash barrel if appropriate. **In no circumstance shall materials be left loose on the sidewalk.** At the City's direction, the Contractor must reject improperly prepared materials at a particular address. The Contractor must leave a Contractor-provided notice of rejection on or in the container (or on the rejected material), clearly identifying the reason for rejection.

All collection vehicles shall always have a clipboard, paper and pen or electronic method for the collection employee to record the required information regarding rejected materials and locations. The Contractor's Supervisor will record all curbside violations in a daily log by address, including materials improperly set out, contamination and any other reason resulting in rejection of materials at the curb. **The Supervisor will notify the City of all violations the same day in a format acceptable to the City.** The City will contact households with repeat rejections to explain proper participation.

3-I Supervision of Collection

City: The Recycling Director shall supervise and maintain the contract on behalf of the City.

Recycling and Yard Waste Contract: The recycling and yard waste collection Contractor shall provide a full-time Supervisor who is physically present in Cambridge at all times.

3-J Contractor Supervisor Responsibilities

The Contractor Supervisor will be the contact person to whom all directions pertaining to collection, go backs, etc. shall be given. **This Supervisor shall ensure that collection is carried out in accordance with performance measures in the contract.** The Supervisor shall be reachable without delay 7am- 4pm or until the end of collection operations, whichever is later, 5 days per week.

The Contractor agrees to give the City at least one week advance notice of any change of key personnel or planned vacations, and must assign a substitute Supervisor when the regular Supervisor is out.

The Recycling and Yard Waste Contract Supervisor may perform some collection duties but must not be assigned by Contractor to drive one of the five collection routes. The Supervisor must be in a separate collection vehicle in order to assess collection activities, inspect locations as requested by the City and perform other supervisory duties. Such vehicle shall be able to accommodate go backs and any roadways unreachable by the primary vehicles.

3-K Communications

Smart phones with touch to talk capability will be the primary mode of communication between each Contractor's Supervisor and DPW staff, and will allow the parties to share pictures of field observations and document messages back and forth. The phones must be capable of sending/receiving local calls, pictures, text and email messages. The phones must have call alert and be able to send texts and emails using voice recognition. The phones must also have the capacity for, and the contractor must be willing to download, a Cambridge app for work orders if requested.

The Recycling and Yard Waste Contractor shall provide DPW with two cellular smart phones, and shall pay all associated fees for the life of the contract.

The Recycling and Yard Waste Supervisor shall have a smart phone to communicate with City.

3-L Supervisor and Employee Behavior

The Contractor shall employ competent and courteous employees. If the City notifies the Contractor in writing that the Supervisor is unsuitable for the job, the Contractor shall investigate and provide a response within one week. If the Contractor is unable to correct the problem, or at the direction of the DPW Commissioner or designee, the Contractor shall no longer assign such individual to serve as the Supervisor.

If the City notifies the Contractor in writing that a collection employee is unsuitable for the job, the Contractor shall investigate and provide a response to the City within 1 week. If the behavior continues, or at the direction of the DPW Commissioner or

designee, the Contractor shall immediately reassign the employee to duties outside of Cambridge.

Collection employees shall adhere to all applicable federal, state and local laws and regulations. Their appearance shall be clean and neat and must wear a reflective safety vest with the name of the Company affixed. Shirts must be worn at all times, year-round. The Contractor will ensure that the Supervisor and drivers communicate professionally and appropriately.

3-M Training and Licenses

The Contractor warrants that all vehicle operators shall be trained in safe driving and vehicle operations prior to their start date of services hereunder and shall always possess and carry the necessary valid and applicable commercial vehicle operator's license issued by the Commonwealth of Massachusetts. The City shall have the right to approve the safety training provided. The Contractor shall use its best efforts to ensure that its vehicle operators comply with all applicable traffic and motor vehicle laws, regulations and local ordinances during collection. The Contractor shall explain the proper procedure to follow regarding property damage and accidents.

Before the Contractor permits a collection employee to begin work in the City, the Contractor must:

- Provide training in safe driving and vehicle operations and specifically instruct all drivers and other personnel of the safety requirements described in the contract.
- Prepare, update and provide to new drivers detailed route maps (paper or electronic) with all streets labeled legibly and frequently missed/hard-to-find spots identified, and use this for training them on the collection route.
- Train employees to deal courteously with people to promote the collection service and explain accepted materials, proper preparation, and essential daily tasks and expectations for drivers.
- Arrange for the Supervisor to introduce the new employee to the DPW Commissioner, or designee, so the City can welcome the employee and explain the City's performance expectations and the Incentive Program.

The City shall have the right to approve the content of such training and may encourage the Contractor to allow employees to attend free workshops offered by the City.

3-N Vehicles Required

The Contractor warrants that by the commencement date, it shall own or have the exclusive right to use a sufficient number of collection vehicles, and all necessary equipment, including reserve equipment. The Contractor shall provide adequate and sufficient garage and yard for the equipment to provide all-weather, year-round operation. The Contractor shall maintain all equipment used in the contract in good running condition and repair.

In the event of vehicle breakdown, the Contractor will either repair or replace the disabled vehicle within 2 hours. Any vehicle used temporarily to replace a vehicle under repair must meet the same vehicle specifications required in this section unless expressly approved by the City. The Contractor shall notify the City before adding another vehicle or the long-term substitution of any vehicle.

Prior to the commencement date, the Contractor shall provide the DPW Commissioner, or designee, with a detailed list of all vehicles, including the make, body type, registration, and vehicle identification number. The Contractor shall submit updates to this list so that the City always has an accurate list of vehicles and equipment being used by the Contractor. The Contractor shall present any and all collection vehicles and other equipment used in collection under the provisions of its contract for inspection and approval by the City at such times and places as may be reasonably requested.

The City shall have the right to require the Contractor to provide additional vehicles as needed to provide adequate and timely collection and haul in accordance with the contract. If the Contractor fails to comply with such order within 90 days, such failure shall constitute a breach of the contract, and the City shall impose liquidated damages (See Attachments).

The Contractor shall not use any vehicles dedicated to service in Cambridge to collect any other materials under private contracts or contracts with other entities other than the City while so engaged. Violation of this requirement will be considered a substantial breach of the Contract.

All recycling and yard waste vehicles must be:

Bidder Name _____

File No. Curbside Collection of Recycling and Yard Waste; 2015

- Must be no more than 5 years old at any time during the contract, unless approved by the City. If new trucks cannot be delivered to the Contractor by the commencement date, the City may, at its discretion, permit up to a 90-day period before enforcing this requirement.
- In compliance with all state, federal and local laws and requirements.
- In full compliance with 2010 EPA heavy-duty diesel emission standards.
- The City encourages the Contractor to choose green vehicles, such as those powered by alternative fuel or hybrid engines.
- The Contractor shall provide all fuel for the vehicles at its cost.
- Compatible in width to accommodate the City's narrow roads and extensive on-street parking.
- Of sufficient size and capacity to operate efficiently.
- Equipped with a fully enclosed compacting body.
- Equipped with Lateral Protection Devices (LPD) to promote bicycle and pedestrian safety. See Attachments for LPD specifications.
- Equipped with other safety features to protect pedestrians and cyclists including appropriate flat mirrors and convex mirrors, and crossover mirrors, warning signs, etc., as directed by the Commissioner.
- Uniformly painted, free of body damage, and properly identified on two sides with the Contractor's company name, local phone number and website. The vehicle number must be on all four sides and must be at least 6 inches high.
- Operated and calibrated properly to avoid mechanical failures leading to litter or damage to the City's collection containers. If the City notifies the Contractor that a vehicle does not adhere to the above standards, the Contractor shall promptly investigate and correct such problems within 2 weeks and provide documentation that it has done so.
- Kept in a clean and sanitary condition and equipped with a broom and shovel to clean up any materials dropped.

The City will require Contractor to install two full-color signs on each collection vehicle. Signs will be approximately 3' x 6'. Final design will be provided by the City no later than sixty days prior to start of contract.

During the contract, the City, at its expense, may require that the Contractor install additional signage or truck wrapping to further promote solid waste reduction.

The Contractor may not affix any other signs to the vehicles without City approval.

In addition, recycling trucks:

- Must be compatible with City-provided collection totes The Contractor must demonstrate that truck-mounted toter tippers are fully compatible with the city-provided totes as described in Attachment 13. Truck-mounted tippers shall not damage totes in any way beyond normal wear-and-tear. Truck-mounted tippers shall comply with appropriate ANSI standards for domestic-style Type B/G carts. The contractor must cooperate with the City's primary toter manufacturer to ensure best performance of the tipper lifting the totes. The contractor may be requested to provide third-party verification of correct installation and calibration of tippers.
- Must be able to accept cardboard boxes of any size.
- At least one truck must be compatible to empty dumpsters up to ten cubic yards. See Attachments for the dumpster schedules.
- The Supervisor's truck must be able to accommodate go backs and any roadways unreachable by the primary vehicles due to illegally parked cars, parked cars crowding intersections, parked cars or snow banks narrowing the street, construction activities, etc.

In addition, yard waste trucks:

- Up to twice per month and at the expense of the City, the yard waste truck may be directed to weigh in and/or out at the beginning and/or end of the route at a scale at to be designated by the City.

SECTION 4: PERFORMANCE, INCENTIVES AND EDUCATION

4-A Performance Measures

The Contractor is required to maintain a high level of performance. The City will provide the Contractor with regular feedback and will offer a recommendation for the Contractor in any year in which performance goals are met. Performance measures are developed to preserve resident satisfaction and evaluate the Contractor's performance. See Attachments for liquidated damages that the City shall be entitled to assess against the Contractor for its failure to perform specific contract obligations. The City reserves the right to reassess these measures and introduce new items during the contract term.

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The City plans and coordinates outreach and public education about existing and new curbside programs. The Contractor may distribute its own promotional materials subject to City approval and is strongly encouraged to propose additional "value-added services" as described previously. The Contractor shall participate in City directed promotion and education efforts as outlined below:

- Maintain a website with relevant information and links for the public.
- Maintain a local phone number listed in the Boston Area White Pages that allows Cambridge residents to readily reach a representative of the company.
- Provide and distribute notices during collection regarding rejected materials that clearly identify the reason for rejection. The City shall approve the format and content of this and other notices before distribution.
- Participate once per year to promote the collection service at an area fair, neighborhood program or community event, for example, exhibition of a recycling truck at the DPW Road Show held annually during National Public Works Week in May. The truck shall be clean, appear to be new, and must be a type of truck used in the City.
- Assistance with the development of and updates to a work plan for public education including, but not limited to development of communication goals, objectives, strategies, and evaluation criteria to encourage public participation.
- Advise the City on promotion and education.
- News releases pertaining to the ensuing contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the City.

4-E Participation in Pilot Studies

During the contract term, the City may desire to implement a pilot program to test new developments in collection, materials processing or materials management, or to implement an evaluation of a program operated under this Contract. If such desire or program arises, the Contractor and the City shall determine procedures, equipment, and costs (if any) required to implement the program(s). The Contractor shall participate in good faith in implementation and operation of pilot and evaluation program(s) as mutually agreed to with the City.

In the event that the Contractor desires to test new developments in collection, materials processing, or solid waste management, the Contractor shall provide the City with written notice not less than 60 business days prior to the proposed implementation date. The Contractor shall not implement such program(s) without the City's prior written approval.

SECTION 5: RECYCLING: WEEKLY COLLECTION

5-A Accepted Recyclables

The City will have a direct contract with a recycling Processor. Materials shall not be landfilled or incinerated. The City reserves the right to add or subtract materials accepted, at no additional cost, if the change is the result of a change in specifications by the recyclables Processor. Acceptable materials are:

- Mixed Paper: books and phone books, cardboard boxes (any size), card and cover stock, coffee cups and cartons (milk or juice), computer paper (copy paper wrappers OK), junk mail, magazines, catalogs and newspapers (glossy paper OK), office paper (any color: folders, envelopes, forms, stationary, tablet sheets, calendars, post-it notes, spiral notebooks, etc.), paperboard (i.e., chipboard, boxboard and frozen food boxes), paper bags, pizza boxes (empty), shredded paper (in paper or clear plastic bags), spiral cans (potato chip, nut cans), wrapping paper

Unacceptable paper items: carbon paper, waxed papers, photographic and blueprint papers, food wrappings, tissues, napkins, paper towels, and self-adhesive envelopes.

- Commingles: aseptic packaging (i.e., juice / soymilk boxes), aerosol cans (empty), aluminum (pie plates, trays & foil), glass bottles and jars (any color), metal cans (tin, steel, aluminum and empty paint cans), stiff plastic containers, rigid plastics (broken bins and totes, toys, buckets, laundry baskets, etc. These do not need to be marked #1-#7)

Unacceptable commingles items: window glass, blue glass, flat glass, mirrors, plate glass, light bulbs, dishes or

Bidder Name _____

ceramics; containers that contain paint or petroleum based solvents.

5-B Preparation and Toters

Recyclables will be prepared by households, city buildings, schools and non-profits in accordance with the guidelines established by the City developed in coordination with the Processor and publicized by the City. The Contractor shall collect an unlimited quantity of recyclables.

All receptacles will be placed back in their original location. Recyclables may be in:

Toters:

- Nearly all 11,150 residential and municipal locations have City provided wheeled recycling totes with lids, totalling 21,000+ totes. About 55% are large (95-gal) and 45% are small (65-gal). For multi-family buildings, the City recommends one 95-gal tote for every 4 units, or one for every 8 units in elderly housing.
- Non-City provided containers 50-95 gallons that are compatible with the truck lift. (Used at a very small number of locations.)

Dumpsters:

- 2-10 cubic yard for cardboard; dumpsters provided by Contractor. At some City buildings and schools, see Attachment 5. Dumpsters may be added or subtracted over the course of the contract without additional cost to the City. The City may request the Contractor temporarily remove dumpsters.
- 2 cubic yard dumpsters for single stream recycling, possibly compacted. At a few Cambridge Housing Authority (CHA) properties, see Attachment 5. CHA will supply these dumpsters.

Other:

- **Bins:** 14-18 gallon blue bins
- **Converted barrels:** not to exceed 50 gallons/50 pounds, identified by a City provided recycling label.
- **Bags:** Paper bags, or clear plastic bags containing shredded paper. At the City's request and with approval by the City's Processor the Contractor will collect other recyclables in clear plastic bags, at no additional cost.
- **Hampers:** At a few schools, used for cardboard primarily.
- **Loose cardboard:** The Contractor must pick up all cardboard that is free from contamination.

Additional buildings (residential or municipal) may be added to the weekly service during the contract term, at no additional cost to the City, as programs are established, new buildings are built and/or buildings served by a private hauler choose to switch to the City's recycling Contractor. Currently, about 40 multi-family buildings have a private recycling hauler. See Attachments.

5-C Toter Delivery and Collection of Broken Toters

As instructed by the City, potentially on a daily basis, the Contractor will deliver totes from the DPW yard to locations as assigned. The historical average is 20 totes delivered to 18 addresses per week.

When a broken tote is encountered on-route, the driver will dump the contents of the tote and return the broken tote to the curb and affix a rejection sticker. The driver will inform the Supervisor, who will communicate with DPW staff. DPW staff will coordinate the removal and replacement of the damaged tote. The Contractor shall not discard a broken tote unless directed by DPW staff.

Contractor shall inform DPW staff of totes with missing lids, missing grab bars, etc., or other issues with tote serviceability. Contractor shall also inform DPW staff regarding issues with dumpster serviceability.

SECTION 6: YARD WASTE: WEEKLY COLLECTION, MARKETING AND COMPOSTING

6-A Historical Tonnage

The heaviest weeks for yard waste, subject to weather conditions, are usually from mid- April to mid- May and from the last week in October through the third week in November. Seasonal fluctuations in quantity do not at any time waive the requirement that all yard waste be picked up on the scheduled day. See Attachments for historical tonnage.

6-B Accepted Materials and Preparation

Accepted materials include leaves, grass clippings, weeds, hedge clippings and twigs no more than 3 feet long and 1 inch in

Bidder Name _____

diameter. Unacceptable materials include tree stumps, rocks, sand and dirt.

Residents shall set yard waste out at the curb in labeled barrels not to exceed 32 gallons, or paper lawn refuse bags. Many large apartment buildings either have no yard waste or have a landscaper haul it. The Contractor will provide the City with 5,000 labels per season that meet the following specifications: The labels are 15" long and 3 3/4" high. They are printed on weatherproof white vinyl stock with UV resistant inks: white lettering on a solid PMS 225 background. The text is "YARD WASTE ONLY". Superimposed on the text is a black rectangle 1/4' high by 3 3/4" long with reverse out white letters that read "FACE LABEL TOWARDS STREET." See Attachments for a picture of the yard waste label.

6-C Collection

The Contractor shall use vehicles and equipment commonly used for the collection of yard waste. Weekly collection begins April 1 and continues through the second full week in December. The Contractor will collect yard waste in paper bags and empty barrels and leave the barrels where they were placed for collection. The Contractor is responsible for hauling yard waste to a composting facility registered with and in compliance with all DEP regulations.

6-D Composting of Materials

Bidders must provide or subcontract for collection, hauling, composting and marketing of the finished compost. The Contractor is responsible for all aspects of the service, including the siting, site acquisition, permitting, financing, design, construction of any necessary facilities, shipping and marketing, disposal of any residue, maintenance of records and provision of such to the City and care and maintenance of facilities. Upon collection of yard waste, the Contractor shall take ownership of the material. Properly prepared materials cannot be landfilled or incinerated, except within the allowable residue limit. The residue limit must not exceed 10% on an annual basis.

6-E Data & Reporting

Contractor shall report the tons of yard waste collected per month. If distinct tonnage records are not available, the Contractor shall determine the tonnage by converting volume to tons with a conversion value approved by the City. This section does not exempt Contractor from any weighing, inspection or other procedures required by law, ordinance or regulation. Up to twice per month and at the expense of the City, the yard waste truck may be directed to weigh in and/or out at the beginning and/or end of the route at a scale at to be designated by the City.

File

City of Cambridge
Articles of Agreement

Commodity: Processing of Single Stream Recycling
File Number: 6982

This agreement is made and entered into this 08/25/2015, by and between the City Of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and Casella Recycling LLC, a corporation duly organized and existing under the laws of the State of Massachusetts ("the Contractor").

Address: 24 Bunker Hill Industrial Park, Charlestown, MA 02129
Telephone: 617-593-2648, Email: bob.cappadona@casella.com

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the attached quote.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on 10/25/2015 and ending on 10/24/2020.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the documents dated 07/09/2015 attached.

Article IV. Payment. The Contractor agrees to pay the City the sum set forth in the Contractor's document dated 07/09/2015.

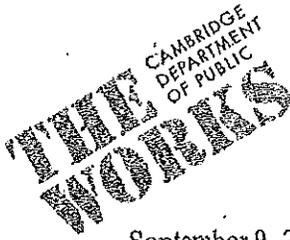
Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the quote documents, the quote documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.



**City of Cambridge
Department of Public Works**

147 Hampshire Street
Cambridge, MA 02139
theworks@cambridgema.gov

Owen O'Riordan, Commissioner

voice: 617 349 4800
tdd: 617 499 9924

September 9, 2015

Casella Recycling, LLC
24 Bunker Hill Industrial Park
Charlestown, MA 02129

Dear Mr. Bob Cappadona;

The City of Cambridge (hereinafter "City") would like to establish a processing contract for single stream recyclables with Casella Recycling, LLC (hereinafter "Casella") for a (five) 5-year period from October 25, 2015 through October 25, 2020. Prices must remain firm throughout the duration of the contract. The contract terms are:

1. Tip Fee: \$0 per ton
2. ACR Threshold: \$78.5 per ton
3. Revenue Share: 50% of the excess above ACR threshold
4. Floor Price: \$35 per ton

Rebate / Fee Examples

Favorable market, 500 tons:	Unfavorable Market, 500 tons:
ACR: \$125 per ton	ACR: \$55 per ton
ACR Threshold: \$78.50 per ton	ACR Threshold: \$78.50 per ton
Excess ACR: \$46.50/ton (\$125 - \$78.50)	Excess ACR: -\$23.5 (\$55 - \$78.50)
Rebate: 50% revenue share of excess ACR \$46.50 Excess ACR * 50% = \$23.25 500 tons x \$23.25/ton rebate = \$11,625	Fee: Dollar for dollar below ACR Threshold (No more than \$35 Floor Price) 500 tons x -\$23.50 = \$11,750
Net Payment: Processor pays City \$11,625	Net Payment: City pays Processor \$11,750

Exceptions to this are pre-sorted recyclables received for cardboard and mixed paper. These loads may be delivered from the Cambridge Recycling Center located at 147 Hampshire Street, Cambridge, MA, the library located at 449 Broadway, Cambridge, MA or other locations to be determined by the City and reported to Casella in writing. The market prices for these materials shall be based on the average New England price range for #11 OCC and #8 News as published by the Official Board Markets (the Yellow Sheet) in the first issue of the month. A 100% rebate will be paid to the City when market price per ton exceeds forty dollars (\$40.00) processing fee



per ton. A fee will be charged to the City when the processing fee per ton exceeds market price, but not to exceed \$10 per ton. Any rebates or fees will be assessed on a monthly basis.

Terms

Average Commodity Revenue ("ACR")

The prior month net revenue for Casella, for each commodity (including residue tons at current market rates for this calculation) divided by the total tons of commodities shipped (including residue and unaccounted for tons) over the same month. In a case where the current month ACR has an excessive shift in value, Casella may make a mid-month ACR adjustment to reflect the value for that month with reasonable notice to the City.

ACR Threshold The base cost per ton to process recyclables.
Tip Fee None.

Accepted Recyclables

Below are the materials to be accepted as single stream or Zero-Sort™, and recycled by Casella. The City reserves the right to add materials, at no additional cost, if Casella changes its specifications to include such materials.

Roughly two thousand (9,000) tons of commingles and fibers are collected annually. These quantities do fluctuate and cannot be guaranteed but the City will guarantee to deliver all recyclable tons collected by the City's collection contractor to Casella.

Fibers

- Books (rip off hard covers)
- Cardboard boxes
- Card and cover stock
- Coffee cups (empty, no Styrofoam)
- Computer paper (copy paper wrappers OK)
- Frozen food boxes (if it rips)
- Junk Mail
- Magazines / catalogs (glossy paper and glue bindings OK)
- Milk / juice cartons
- Newspapers
- Office Paper (any color including folders, envelopes, forms, stationary, tablet sheets, calendars, post-it notes, etc.)
- Paperboard (i.e. tissue or cereal boxes)
- Paper bags
- Phone books
- Pizza boxes (empty)
- Shredded paper (in a clear plastic bag or a paper bag)
- Spiral cans (i.e. potato chip, coffee, nut cans)
- Spiral notebooks
- Wrapping paper

Commingled Containers

- Aseptic packaging (i.e., juice / soy milk boxes)
- Aerosol cans (empty)
- Aluminum (pie plates, trays & foil)
- Glass bottles and jars (any color)
- Metal cans (tin, steel & aluminum)
- Paint cans (empty & wiped out, no residue)
- Plastic containers (marked #1 through #7)
- Mixed Rigid Plastics (i.e. broken bins and totes, toys, buckets, laundry baskets. These do not need to be marked #1-#7)

Unacceptable Items

- Blueprints
- Carbon paper
- Ceramics
- Containers with paint or petroleum based residue
- Food wrappings
- Light bulbs
- Mirrors
- Photographs
- Plastic bags
- Styrofoam
- Tissues, napkins, or paper towels
- Glassware, plate glass, windows, or leaded glass
- Waxed papers
- Scrap Metal

Processor Responsibilities

Casella shall:

- Provide all aspects of recyclables processing, including ownership and maintenance of facilities, marketing and shipping to companies that will recycle, disposal of any residue not to exceed seven percent, (7%) by weight, and maintenance of records and provision of such to the City. Casella may reject loads containing seven percent (7%) or more by weight of residue. Casella will permit one warning load per quarter. Any additional loads beyond the one warning load will be deemed rejected with a charge of seventy dollars (\$70.00) per ton. Any load above twenty percent (20%) contamination by weight will be rejected and will not constitute the "warning" load.
- Perform audits twice per year of Cambridge loads and will give the City seven (7) days' notice of any planned audit, in order for a DPW employee to attend and observe. Casella will provide the City the results of the audit in printed form, including a list of the most common contaminants identified and to be targeted in public education and driver training.
- Separate, process, and prepare materials in a commercially reasonable manner that achieves the highest quality and net return. Recyclable materials cannot be land-filled or incinerated.
- Accept all recyclables and inspect upon delivery. Delivery will occur 7am to 4pm, Monday-Friday, excluding legal holidays but including the Saturday following a legal holiday from 7am to 4pm. Recyclables shall be the property and sole responsibility of Casella.
- Maintain a well-lit facility with an organized traffic pattern so that tipping is safe for all personnel. Tipping time shall not exceed thirty (30) minutes on a quarterly average. Delivery may be by packer trucks, recycling vehicles, roll-off vehicles, or by any other appropriate vehicle acceptable by both parties.
- Notify the City no later than the next business day if materials are rejected, reason for rejection and how the material was handled. If Casella fails to accept recyclables due to facility or service failure not from a force majeure event, it shall provide alternative recycling services at no additional cost to the City.
- Maintain, test and recalibrate all scales used to weigh delivery vehicles to ensure true accuracy required by all applicable laws, regulations or guidelines and accepted as standard

industry practice when necessary, but at least twice annually, at no expense to the City. The City shall be given reasonable notice of such test, and allowed to be present, and have the right to observe the weight scale operator provided that it does not interfere with orderly operations.

- Provide the City with a monthly revenue check or invoice within thirty (30) days of the close of the prior month, with all supporting documentation. The City will make payments to Casella for any amounts due within thirty (30) days of invoice. The statement shall include all tonnage accepted that was delivered by the City, as well as the following information:
 - ACR chart of all commodities indicating percent of total single stream and selling price for each commodity, including but not limited to: ONP #8, O C C/Kraft – Cardboard, ONP #6, White Ledger, Coated Book, Mixed Paper / Magazines, Glass – Flint, Glass – Green, Glass – Amber, Glass – Mixed, Plastic – PET, Plastic - HDPE Natural, Plastic - HDPE Pigmented, Plastic – Mixed, Aluminum, Aluminum Foil, Ferrous Metals / Tin Cans, Residue (not to exceed seven percent (7% by weight), and Totals.
 - Market information for each material including company name, state, country, end use, contact person, and phone number. This information shall be kept confidential upon request.
- Attend monthly Recycling Advisory Committee meetings held September-June, and an annual meeting. Participate in public education efforts by hosting at least four (4) tours annually. Upon request, assist with City efforts to implement material composition analyses and/or pilot programs to evaluate program effectiveness or test new developments in collection or processing. If requested by the City, Casella shall explain why specific materials are not accepted or seek new markets for new materials.

Please inform Randi Mail, Recycling Director at (617) 349-4866 that the terms outlined in this letter are acceptable. We will then forward this document to the Purchasing Department and request that it be included in a full contract document with appropriate insurance certifications.

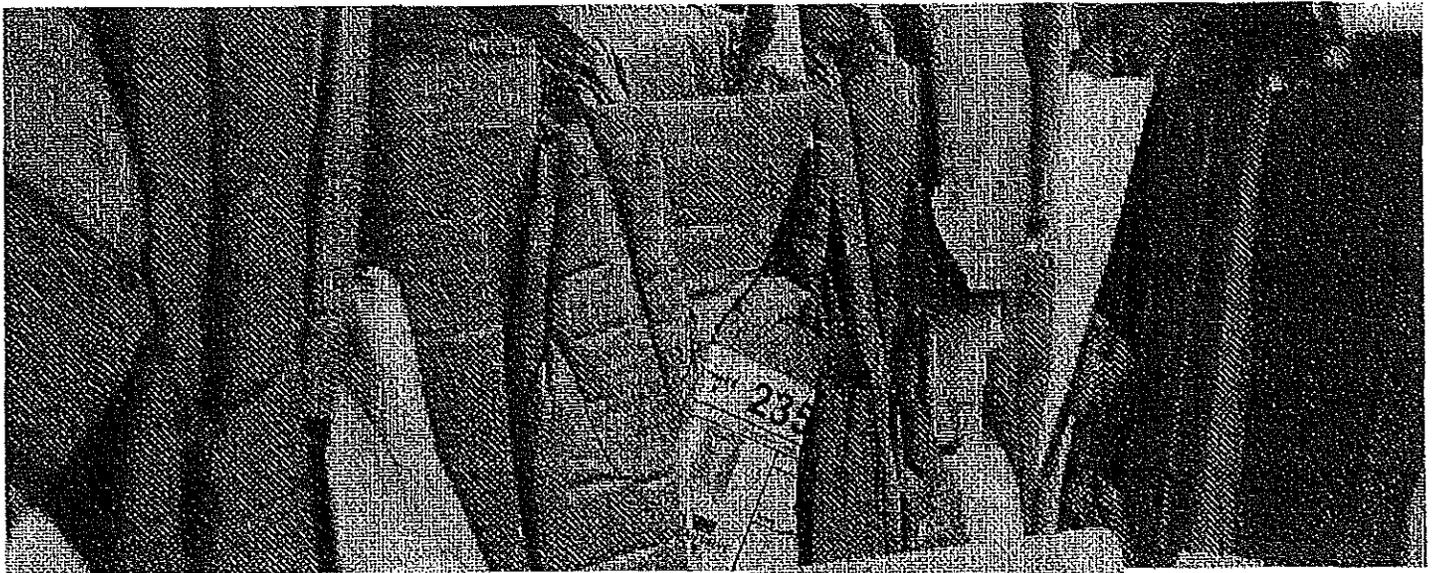
We appreciate your continued commitment to provide excellent service to Cambridge.

Sincerely,



Owen O'Riordan
Public Works Commissioner

Cc: John Nardone, DPW Deputy Commissioner
Ellen Katz, DPW Fiscal Director
John Fitzgerald, Environmental Services Manager
Randi Mail, Recycling Director



**Response to City of Cambridge
Request for Proposals (RFP)
For Curbside Collection, Processing and Marketing of Organics**

SUBMITTED BY:

Adam Mitchell
Ellana Blaine

August 11th, 2015

Save That Stuff, Inc.
200 Terminal Street
Charlestown, MA 02129

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I. Attachment 2 Bid Submission – Experience

As a recycling and resource management company with over 20 years of experience, Save That Stuff, Inc. has a strong commitment to programs that protect the Boston region's natural resources, and promote responsible materials management. We are locally owned and operated, and our location and team insure that our food waste diversion customers receive high-quality services.

In 2007, Save That Stuff, Inc. was recognized nationally by Biocycle Magazine (Exhibit A) as one of the first commercial hauling businesses to begin collecting source-separated food waste from local schools, universities, restaurants, and other organic waste generators. We currently collect an average of 8,000 tons (16,000lbs) of source-separated compostable waste per year. We have two rear loader trucks dedicated to food waste, and operate two routes: 1) Front-of-house "dirty" route, and 2) Back-of-house "clean" route. We collect organic waste in 32-gallon Brute barrels, 64-gallon carts, and 2-cy and 4-cy dumpsters. We operate six days a week for clean Back-of-house collection.

Save That Stuff is a local leader for dedicated food waste collections. In 2006, we developed a food waste collection program in partnership with the City of Cambridge, the Cambridge School Department, and the Cambridge Department of Public Works (DPW). In part because of the success of this diversion program, we have been recognized by the City of Cambridge, by the EPA, and by the former Menino administration with a Green Business Award in 2007 (Exhibit A).

Save That Stuff continues to operate organics collection at the following Cambridge Schools: King Open School, Graham and Parks School, Peabody School, Cambridgeport, Cambridge Rindge and Latin School, Amigos School, Haggerty School, and the Tobin School. In the 2013-2014 school year, we diverted over 35 tons of organic waste from these schools alone. In partnership with the Cambridge DPW, we



service residential drop-off locations and other DPW-managed sites for food waste collections: Food For Free, Danehy Park, Whole Foods Prospect St, Cambridge Community Center, and Cambridge Senior Center. We have expanded organics collections to include additional privately-contracted schools, institutions, and businesses in Boston, Cambridge, and Somerville. We currently transfer an annual average of 8,000 tons of clean compostable food wastes to Brick Ends Farm in Hamilton, MA.

Save That Stuff operates organics diversion at a number of local schools, including the International School of Boston (Cambridge), Brimmer and May School (Chestnut Hill), Commonwealth School (Boston), Rivers School (Weston), Shady Hill School (Cambridge), and the Dexter School (Brookline). We also collect from larger institutions, including Boston University, Boston College, Tufts University, Emerson College, and other institutions such as the General Services Administration (GSA) and the Boston Convention and Events Center (BCEC).



	Contract 1	Contract 2 (optional)	Contract 3 (optional)
Community	City of Cambridge Department of Public Works 147 Hampshire Street, Cambridge, MA 02139	Tufts University 520 Boston Avenue, Medford, MA 02155	Boston University 775 Commonwealth Avenue, Boston, MA 02215
# of Households	N/A	N/A	N/A
Material Collected	Organics (clean)	Organics (clean)	Organics (clean)
Start/End Dates	2008 start	2009 start	2008 start
Contract Value	N/A	N/A	N/A

Loads Taken To	Brick Ends Farm	Brick Ends Farm	Brick Ends Farm
Vehicle Type (RL, SL, capacity)	25-cubic yd Rear load packer	25-cubic yd Rear load packer	25-cubic yd Rear load packer
Number of Vehicles Drivers and Laborers	1 vehicle, 1 driver and 1 helper	1 vehicle, 1 driver and 1 helper	1 vehicle, 1 driver and 1 helper
Reference Name, Phone and Email	Meryl Brott, Recycling Program Manager Phone: (617) 349-4836 Email: mbrott@cambridgema.gov	Betsy Isenstein, Director, Facilities Technical Services Phone: (617) 627-3704 Email: Elizabeth.isenstein@tufts.edu	Sabrina Pashtan Sustainability Coordinator BU Dining Services Phone: (617) 358-5551 Email: harpers@bu.edu

II. Attachment 2 Bid Submission – List of Equipment

Material	Number and Type of Collection Vehicles	Manufacturer	Year	Cubic Capacity	Number of Staff Per Vehicle
Organics	Ford 5-350 with Perkins 6yd hydraulic dumping lifter RFID scanning enabled	Ford	2015	6 cubic yards	2
Organics	Mack 700 RFID scanning enabled	McNeilus	2008	25 cubic yards	2

See Exhibit C for images of truck equipment used for organics collection.

Trucks will come enabled with RFID scanning technology.

SONRAI RFID

Trucks used for Cambridge's curbside collection of compost materials will be outfitted with RFID technology.

The SONRAI RFID system will allow for:

- Daily route reconciliation.
- Geocoded locations per organics container with an RFID tag
- Identification of sites with no pickups or low activity.
- Identification of daily, weekly, and monthly set-out rates.
- Tracking of observations – RFID allows for 3 "observations" to be selected by the driver upon emptying an organics container. Observations can be custom programed, for example:
 - Damaged cart
 - Rejected – Contamination
 - Not out
- Complete list of location-specific RFID tags within Monday collection route
 - Address, Name, RFID tag #

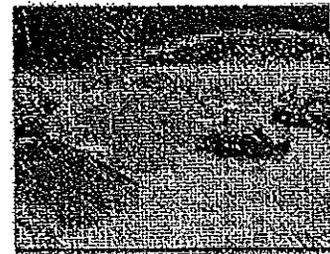
See Exhibit D for images RFID tracking software online interface.

III. Attachment 2 Bid Submission – Processing Permits

All organic wastes from the City of Cambridge's curbside collection program will be taken to 1) Rocky Hill Farm or 2) Brick Ends Farm for processing. Zero contamination is accepted at both sites. Both have agreed to accept the City of Cambridge's material.

Rocky Hill Farm in Saugus is Save That Stuff's primary destination for clean organic material for composting.

Brick Ends Farm in Hamilton is the secondary destination for Save That Stuff's clean organic material for composting. Brick End Farms co-composts food discards with leaf and yard waste. Their finished product is available at Whole Foods Market stores under the Kidz B Kidz brand.



ATTACHMENT 3: PRICE SUMMARY FORM

Contract will likely be an 18-month period beginning as early as 9/28/15 or as late as 11/2/15. Note there are two 1-year options to renew. If the City renews, contract will increase 2.5% each year. Prices must remain firm for the entire contract and must include all costs associated with the services set forth in this bid. Any quantities provided in these specifications are best estimates. The City makes no guarantees that it will utilize the contract at the quantities provided.

The City will award one contract for this bid to the eligible, responsive and responsible bidder providing the best value to the City. Please note that Organics Contractor will be responsible to contract with a composting Processor.

<p>Item 1: Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.</p> <p>A. \$ <u>1385</u> base price per week X 52 weeks = \$ <u>72,020</u> TOTAL</p> <p>B. \$ <u>1.35</u> per stop per week X estimated 1260 stops per week X 52 weeks = \$ <u>88,452.00</u> TOTAL B</p> <p>The Contractor must drive every street in the Monday collection routes, which has ~2,525 total residential stops. However, as a voluntary program with robust education and outreach, the City is aiming for 1010-1515 stops or 40-60% participation.</p> <p>Item 1 total in words (A + B): * <u>One hundred and sixty thousand, four hundred and seventy two</u> *</p>

<p>Item 2: Delivery and processing of material collected to a compost facility determined by Contractor.</p> <p>\$ <u>70.00</u> / per ton X estimated 200 tons = \$ <u>14,000.00</u> TOTAL</p> <p>Item 2 total in words: * <u>fourteen thousand dollars and 00/100</u> *</p>
--

<p>Item 3: Total Proposal Price</p> <p>The City will determine successful bidder based on prices submitted an estimated 1260 stops per week and 200 tons per year. However billing will be based on actual number of stops served each week and actual tons collected.</p> <p>Item 1 + Item 2 = \$ <u>174,472</u></p> <p>Item 3 total in words: <u>one hundred seventy four, four hundred and seventy two.</u></p>
--

Bidder Signature _____

VIII. Attachment 3 Price Summary Form – Incentive Options & Pricing & Service Addenda

Incentive Options & Pricing Addenda

Save That Stuff will provide variable pricing options to incentivize increased participation by Cambridge residents in the curbside compost program. The per household cost for collections will reduce per pickup when participation increases over the anticipated 50% participation rate. The weekly base price will remain the same. We will reduce the per pickup price \$0.15 for each 10% increase in participation, up to 80% participation.

See below for pricing addenda that explain pricing options for participation percentages for Item 1 only. Item 2 in Attachment 3 (Delivery and processing of material collected to a compost facility determined by Contractor) will remain fixed.

50%-60% (EXPECTED participation = 50%)

<p>Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.</p> <p>A. \$ <u>1,385</u> base price per week.</p> <p>B. \$ <u>1.35</u> per stop per week.</p> <p>Equates to participation from ~1,260 – 1,515 residences/pickup location. Equates to ~\$10.60 (50%) to \$9.81 (60%) per residence/pickup location.</p>

60%-70%

<p>Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.</p> <p>A. \$ <u>1,385</u> base price per week.</p> <p>B. \$ <u>1.20</u> per stop per week.</p> <p>Equates to participation from ~1,516 - 1,768 residences/pickup location. Equates to ~\$9.16 (60%) to \$8.59 (70%) per residence/pickup location.</p>
--

70%-80%

<p>Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.</p> <p>A. \$ <u>1,385</u> base price per week.</p>
--

B. \$ 1 05 per stop per week.

Equates to participation from 1,769 – 2,020 residences/pickup location.
Equates to ~\$7.94 (70%) to \$7.52 (80%) per residence/pickup location.

80%-100%

Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.

A. \$ 1,385 base price per week.

B. \$ 0 90 per stop per week.

Equates to participation from 2,021 – 2,525 residences/pickup location.
Equates to ~\$6.87 (80%) to \$6.54 (90%) per residence/pickup location.

Minimum Baseline Cost:

If participation rates are below the expected 50% participation level (ie below 1,260 participating residences), our monthly rates will change to:

0%-25%

Item 1: Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.

A. \$ 1,385 base price per week.

B. \$ 1 65 per stop per week.

Equates to participation from ~0 – 631 residences/pickup location.
Equates to ~\$244.00 (1%) to \$16.65 (25%) per residence/pickup location.

25%-49%

Item 1: Weekly collection of organics from 1-12 family residences on the Monday collection route in Cambridge.

A. \$ 1,385 base price per week.

B. \$ 1 50 per stop per week.

Equates to participation from ~632 – 1,237 residences/pickup location.
Equates to ~\$16.00 (25%) to \$11.34 (49%) per residence/pickup location.

Contaminated & Rejected Loads

See notes in *Response to Outstanding Items (July 29th 2015)*



Lili

City of Cambridge

PURCHASING DEPARTMENT

795 Massachusetts Ave. • Cambridge, Massachusetts 02139-3219

Amy L. Witts
Purchasing Agent

Contract No. 6543

Save that Stuff

Compost Collection from School & City Buildings

Notice of Contract Renewal

WHEREAS an Agreement was made and entered into on the 25th day of August 2014, by and between the City of Cambridge, a municipal corporation, and Save that Stuff Inc a corporation duly organized and existing under the laws of the State of Massachusetts.

WHEREAS said Contract contains an option by the City to renew the Contract for an additional year

WHEREAS the City of Cambridge wishes to renew said Contract;

NOW THEREFORE the City of Cambridge hereby exercises its option to renew said Contract from August 27, 2015 through August 28, 2016.

All other terms and conditions of the original contract remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this Contract Renewal to be executed by their respective authorized officers as of August 28, 2015.

The City:

Richard C. Rossi
Richard C. Rossi
City Manager

Save that Stuff Inc.
ATZAK UP
Signature & Title

Date _____

Date 9-14-15

Amy L. Witts
Amy L. Witts
Purchasing Agent

Date 9/18/15

Approved as to form:

Nancy E. Glova
Nancy E. Glova
City Solicitor

Date 9/18/15

**City of Cambridge
Articles of Agreement**

**Commodity: Compost Collection from School & City Buildings
File Number: 6543**

This agreement is made and entered into this **08/25/2014**, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and **Save that Stuff Inc.** a corporation duly organized and existing under the laws of the State of Massachusetts ("the Contractor").

Address: 200 Terminal Street, Charlestown, MA 02129

Telephone: 617-241-9998, Fax: 617-241-0294, Email:adam@savethatstuff.com

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "Request for Quote dated **8/15/2014** attached".

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on **08/27/2014** and ending on **08/26/2015**.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the quote attached dated **08/15/2014**.

Contract Value: \$15,740.00

The contract will be for one year with two one year options to renew at the sole discretion of the awarding authority.

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice Public Works Department, 147 Hampshire Street, Cambridge, MA 02139 to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

CITY OF CAMBRIDGE – DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS FOR COMPOST COLLECTION FROM SCHOOLS, CITY BUILDINGS, AND OTHER LOCATIONS

1. GENERAL DESCRIPTION

The City requires regular collection of compostable materials from public schools with lunchroom composting programs, City's Recycling Center, other city buildings, drop-off locations, and select non-profit partners. Cambridge Public Works (DPW) expects that all public schools will be composting within the next 1-3 years. If the School Dept relocates or closes schools, this may result in new pickup locations or changes to school enrollment. The Contractor shall service new locations, revise pickup locations, or change collection frequency during the contract period.

Compost includes all food scraps such as fruits, vegetables, bread, meat, cheese, soiled napkins, as well as US Composting Council certified items including plates, cups, bowls and clamshell containers. Compostable service ware (bioware) is used at the high school. At most pickup locations, compost is placed in compostable bags, then in wheeled toters. At the Recycling Center and other drop-off locations (Cambridge Community Center, St. Peters Field, compost is placed in a toter, lined with a plastic bag secured in place with a large rubber band. The liner and rubber bands are provided by the Contractor. When emptying the toters with liners, the plastic liner stays in the toter. Staff on site change the liners as needed.

The average pickup from the Recycling Center is 435 lbs, ranging from 100-750 lbs and requires weekly pickup from Oct-May (Tuesdays) and twice weekly pickup from Jun-Sep (Tuesdays and Fridays). The average weekly pickup from the schools is 200 lbs, ranging from 130-250 lbs per elementary/upper school, and 400 lbs at the high school. The City estimates .5 lbs/wk of food scraps per student at elementary/upper schools. From Sep-Jun during the school year, the City requests that pickup be on Friday afternoons after lunch or if not possible, on Friday mornings. Some schools may specify collection time to minimize obstruction by parked cars or buses and ensure access to the toters. The City's Noise Ordinance prohibits pickups before 7:00am. The City may request different pickup times/days due to holidays and school vacations. Service may be on-call only in July and August.

Bioware may replace polystyrene trays, bowls and plastic utensils at the schools in the coming years, though there are no firm plans at this time. This would increase the volume of compost and may require additional pickups and/or toters. The City estimates up to 250 lbs/week of bioware per 100 students. However, ~50% of elementary students bring lunch from home and do not use disposable lunch ware.

The Contractor will empty the toters and deliver material to a composting facility registered with and in compliance with all MassDEP regulations. Materials should not be landfilled or incinerated.

2. CONTRACT PERIOD

The Contractor shall provide service for a 12 month period beginning August 15, 2014 through August 14, 2015, with 2 one-year options to renew, at the City's discretion. Prices must remain FIRM during the contract period.

Note that the City began a one-year pilot for curbside compost pickup from residents in North Cambridge through March 2015, see CambridgeMA.Gov/CompostPickup. The City may expand this service to more neighborhoods in future years. With 6 months notice to the Contractor, the City reserves the right to renegotiate this contract so that some or all schools and city buildings are serviced by the same collection vehicles.

NAME OF BIDDER: Save That Stuff, Inc.

3. PRICING AND BILLING

The Contractor shall provide a monthly invoice with the total collection cost for all locations and email an Excel spreadsheet to recycle@cambridgema.gov that details the monthly service, organized by location including date, weight and cost of each pickup, and total collection cost.

The City encourages the Contractor to extend affordable pricing for compost collection to private pre-K, elementary and high schools. The City can provide a list of schools upon Contractor request, and encourages the Contractor to contract directly with interested private schools.

4. SCOPE OF SERVICES

The Contractor must adhere to all local, state and federal laws and regulations including but not limited to licensing, safety and environmental requirements.

The Contractor will provide 65-68 gallon totes for compost, clearly labeled for food scraps or compost, in the designated spot at the participating locations listed. Toters shall have a locking lid upon request. The keys should be universal for all locks and provided to City staff in the School Dept and DPW. With 2 weeks advance notice, the City may require leak-proof dumpsters with locking covers for compost at locations that could generate significant volume. The City is not responsible for damage to totes resulting from weather or normal wear and tear. At the City's request, the Contractor shall repair or replace totes and dumpsters within 2 days at no additional cost. City requests for the Contractor to deliver additional or remove unneeded totes must be completed within 2 weeks.

During collection, the Contractor shall replace containers in their original location. The Contractor shall maintain all vehicles and equipment in a sanitary condition, good condition and repair, and uniformly painted. Vehicles must not spill or leak on the street or area where the totes are stored. When emptying containers, if any compost is spilled on the street or sidewalk, the Contractor shall immediately clean it up and place in the collection vehicle.

The Contractor is required to maintain a high level of performance and meet with the City upon request to discuss performance. Both parties agree to have their phone lines staffed Monday-Thursday (excluding legal holidays) from 8:30am-5:00pm and Friday from 8:30am-3:00pm and provide an email address for written correspondence.

PARTICIPATING LOCATIONS

Location (student enrollment where applicable)	Average lbs/pickup	Address	Setout Location (estimate # of totes)	Collection
Recycling Center, drop-off	435	147 Hampshire St	Back right corner of DPW yard (5)	1x/ week Oct-May 2x/week Jun-Sept
King Open / Cambridge Street Upper School (603)	250	850 Cambridge St	Willow Street loading dock (3)	Generally 1x/week Sep-Jun On-call as needed Jul-Aug
Graham & Parks (363)	230	44 Linnaean St	Walker Street at curb (3)	
Cambridgeport (291)	135	89 Elm Street	Elm Street at curb (2)	
Tobin Montessori/Vassal Lane Upper School (591)	240	197 Vassal Lane	Loading dock in rear (3)	
Haggerty (249)	180	110 Cushing St	Lawn Street by doors (2)	
Amigos (351)	140	15 Upton St	Pleasant Place, bldg rear (3)	
CRLS High School & Culinary School (1700)	400	459 Broadway	Cambridge St loading dock (10)	2x/week Sep-Jun.

NAME OF BIDDER: Save That Stuff, Inc.

FILE NO. 6543 -Compost Collection from School & City Buildings - Friday, August 15, 2014 @ 10:00 AM

Peabody (591)	165	70 Rindge Ave	Haskell Street at curb (3)	On-call as needed Jul-Aug
Cambridge Senior Center	100	806 Mass. Ave	Green Street in parking lot (2)	Generally 1x/week
Cambridge Community Center; drop off	300	5 Callender Street	Howard Street in walkway (2)	
St. Peters Field drop-off	150	89 Sherman Street	In parking lot by salt shed (3)	
Food for Free	190	11 Inman Street	Inman St at curb (2)	

SCHOOLS THAT MAY START COMPOSTING IN THE 2014/2015 SCHOOL YEAR:

School (student enrollment)	Address	Setout Location	Collection
Kennedy-Longfellow / Putnam Avenue Upper School (515)	158 Spring Street	Fulkerson Street at curb	Generally 1x/week Sep-Jun On-call as needed Jul-Aug
Fletcher/Maynard (232)	225 Windsor Street	Broadway at curb	
M.L. King (324)	359 Broadway	Fayette Street at curb	
Morse (279)	40 Granite Street	Magazine Street loading dock	

REMAINING SCHOOLS TO START COMPOSTING:

School	Address	Setout Location
Baldwin (329)	28 Sacramento Street	Oxford Street at curb

NAME OF BIDDER: Save That Stuff, Inc.

FILE NO. 6543 -Compost Collection from School & City Buildings - Friday, August 15, 2014 @ 10:00 AM

PRICE SUMMARY FORM

Contract awards will be made to the eligible, responsible and responsive bidder offering the lowest total price for year 1, which includes 17 locations including the four schools that may start in the 2014/2015 school year. Year 2 includes all schools. Additional tonnage for bioware at schools is not included. The Contractor shall provide service for a one year beginning on July 1, 2014 to June 30, 2015, with 2 one-year options to renew, at the City's discretion. Prices must remain FIRM during the contract period. QUANTITIES LISTED ARE ESTIMATES.

Average pick-up per elementary/upper school is 200 lbs. Average pick-up at Recycling Center is 435 lbs. Average high school pickup is 400 lbs (2/week). Average pickup for city buildings and non-profit partners is 235 lbs. Bidders are encouraged to visit the sites of the set-out locations listed previously to familiarize themselves with the layouts. To arrange onsite visits contact Recycling Program Manager Meryl Brott at 617-349-4836, mbrott@cambridgema.gov if necessary.

YEAR 1 7/1/14 through 6/30/15	Item	Estimate Number of Pickups	Flat Rate Per Pickup	Estimated Total
	A.	Loads less than 340 pounds	765	\$ <u>16⁰⁰</u> per pickup
		Estimate Number of Tons	Price Per Ton	Estimated Total
B.	Loads weighing 340 pounds or more	35	\$ <u>100</u> per ton	\$ <u>3,500</u>
			Total Cost Year 1 (A+B)	\$ <u>15,740⁰⁰</u>

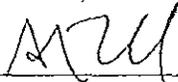
YEAR 2 7/1/15 through 6/30/16	Item	Number of Pickups	Flat Rate Per Pickup	Estimated Total
	C.	Loads less than 340 pounds	800	\$ <u>17</u> per pickup
		Number of Tons	Price Per Ton	Estimated Total
D.	Loads weighing 340 pounds or more	35	\$ <u>100</u> per ton	\$ <u>3,500⁰⁰</u>
			Total Cost Year 2 (C+D)	\$ <u>17,100⁰⁰</u>

YEAR 3 7/1/16 through 6/30/17	Item	Number of Pickups	Flat Rate Per Pickup	Estimated Total
	E.	Loads less than 340 pounds	800	\$ <u>18</u> per pickup
		Number of Tons	Price Per Ton	Estimated Total
F.	Loads weighing 340 pounds or more	35	\$ <u>100</u> per ton	\$ <u>3,500⁰⁰</u>
			Total Cost for Year 3 (E+F)	\$ <u>17,900⁰⁰</u>

Year One, Bid price in words: Fifteen thousand, seven hundred and forty dollars

Year Two, Bid price in words: seventeen thousand, one hundred dollars

Year Three, Bid price in words: seventeen thousand, nine hundred dollars

Signature of Bidder: 

NAME OF BIDDER: Save That Stuff, Inc.

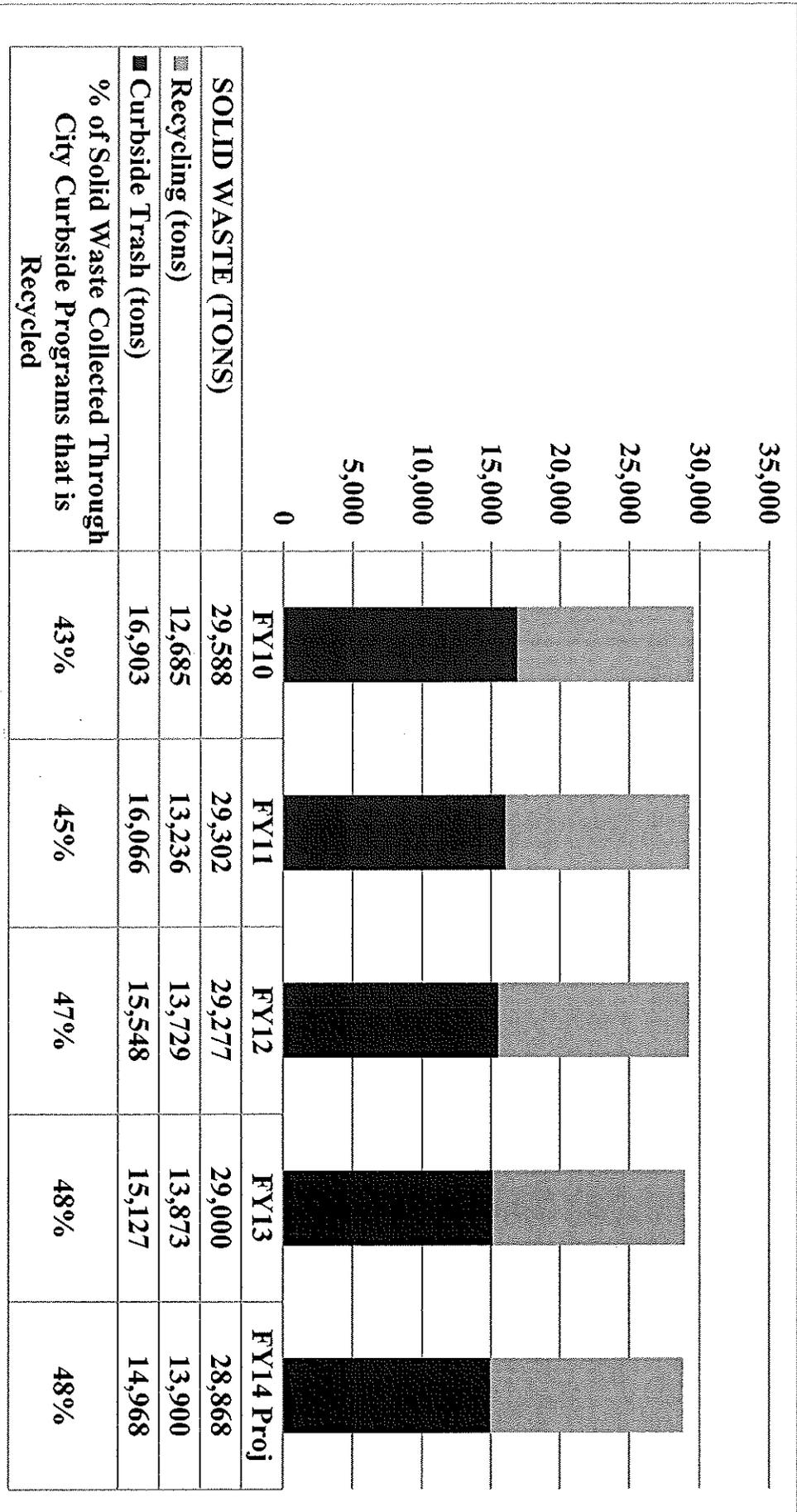
ATTACHMENT 7: TONNAGE AND HOUSING STATISTICS

The City has made its best effort to provide accurate information herein. However, it is ultimately the responsibility of the bidder to verify any information that is critical to the preparation of his/her bid. The Department makes no guarantee that the estimates provided in these bid documents will remain the same in the future. 1 ton = 2000 pounds.

TONNAGE CURBSIDE SINGLE STREAM RECYCLABLES	
FISCAL YEAR	RECYCLABLES
FY14	9,290
FY13	9,233
FY12	9,166
FY11	8,500
AVERAGE	9,047

YARD WASTE TONS				
	FY14	FY13	FY12	FY11
July	192	183	197	177
August	175	175	164	167
September	167	167	237	161
October	210	192	182	163
November	428	444	428	500
December	117	120	147	159
April	227	192	175	224
May	181	183	183	192
June	212	425	192	232
TOTAL	1909	2081	1905	1975

HOUSING STATS							
Units	Total Bldgs	Total HHs	% Bldgs in Mon	% Bldgs in Tues	% Bldgs in Wed	% Bldgs in Thur	% Bldgs in Fri
Single Family	3,735	3,735	27%	32%	14%	15%	12%
2-family	3,472	6,944	25%	28%	14%	16%	17%
3-family	2,003	6,009	22%	13%	18%	22%	24%
4 unit	446	1,784	14%	9%	17%	29%	30%
5 unit	179	895	26%	18%	25%	41%	45%
6 unit	378	2,268	14%	7%	23%	46%	37%
7-12 unit	323	2,970	24%	10%	30%	30%	36%
13 - 100 unit	350	11,326	12%	6%	26%	8%	10%
100+	42	8,236	7%	5%	2%	2%	2%
TOTAL CITY RECYCLING SERVICE	10,928	44,167	24%	23%	16%	19%	18%
TOTAL CITY TRASH SERVICE	10,733	31,695	24%	24%	16%	19%	18%



PUBLIC WORKS - SOLID WASTE

MISSION & SERVICES

The Solid Waste Division provides trash, recycling, and street cleaning services, working to improve the cleanliness of the city and to promote a decrease in trash disposal and an increase in recycling. The Division manages weekly curbside pickup of single-stream recycling and trash, yard waste collection for nine months each year, seasonal Christmas tree collection, collection of large appliances, household hazardous waste collections, and a drop-off Recycling Center. Staff work closely with the volunteer Recycling Advisory Committee.



Rubbish collection

The Division ensures clean public ways through citywide mechanical street sweeping and more intensive street sweeping, sidewalk cleaning, and litter collection in city squares. Crews conduct regular power-washing of public area trash and recycling receptacles and operate a graffiti removal program. In recent years, increasing the number of recycling bins in public areas and continuing citywide rodent control efforts have been major priorities.

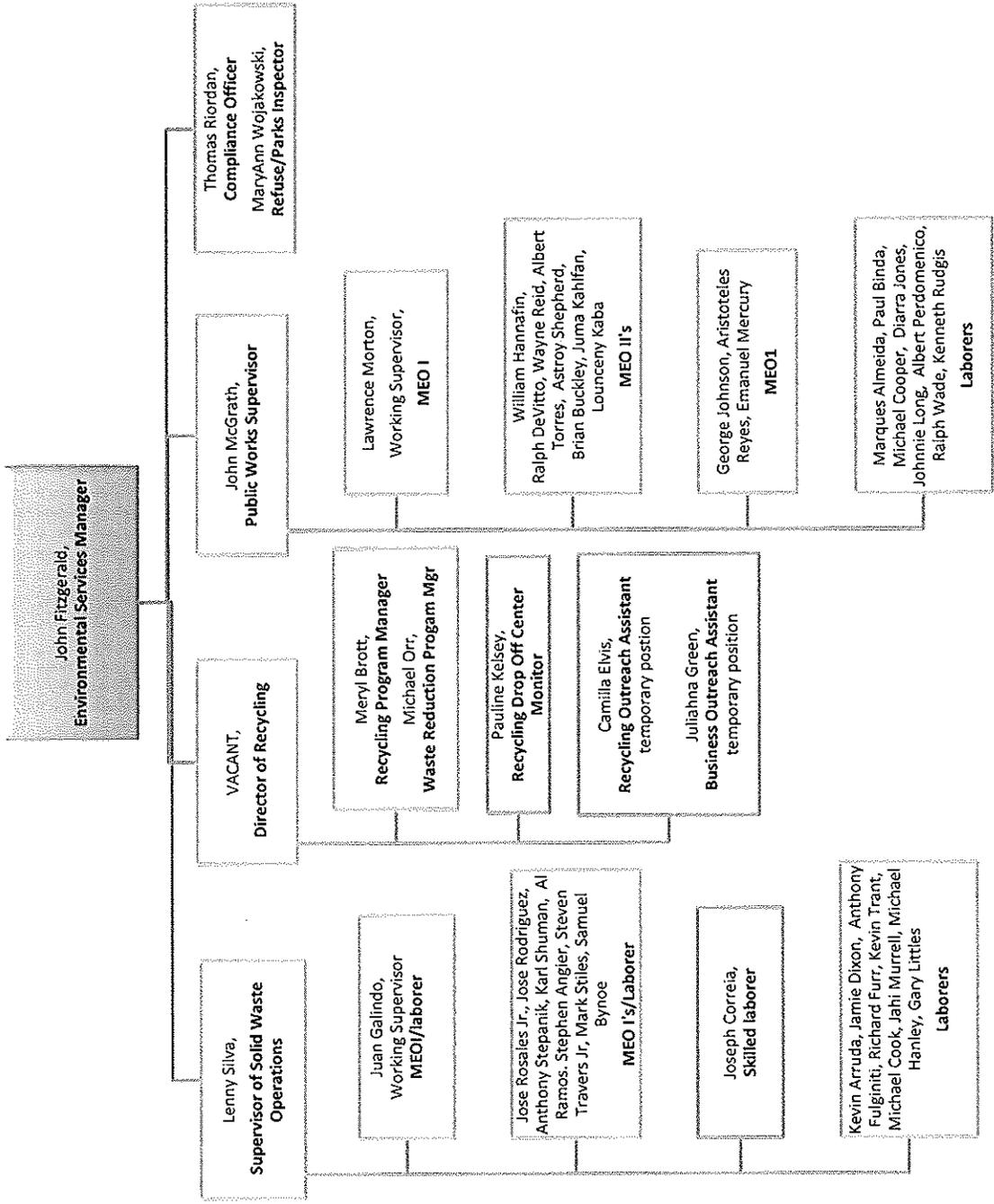
In April 2014, the City began a one-year pilot program for curbside pickup of food scraps from over 500 households in North Cambridge. During October 2015, this program expanded to include the entire Monday collection route, with plans to expand the program citywide in subsequent years.

FY17 OBJECTIVES & PERFORMANCE MEASURES

1. Reduce residential trash by 30% by 2020 and by 80% by 2050 (from 2008 baseline year).
2. Reduce solid waste through curbside collection of food scraps for composting.
3. Provide high quality cleaning of streets, sidewalks, and squares, including regular mechanical sweeping, hand cleaning, power washing, and graffiti removal.

DIVISION FINANCIAL OVERVIEW

EXPENDITURES BY STATUTORY CATEGORY	FY15 ACTUAL	FY16 PROJECTED	FY17 BUDGET
SALARIES & WAGES	\$4,766,795	\$4,917,835	\$5,490,110
OTHER ORDINARY MAINTENANCE	\$4,338,155	\$4,651,395	\$5,118,280
TRAVEL & TRAINING	\$0	\$0	\$0
EXTRAORDINARY EXPENDITURES	\$0	\$0	\$0
TOTAL BUDGETED EXPENDITURES	\$9,104,950	\$9,569,230	\$10,608,390
FULL-TIME BUDGETED EMPLOYEES	40	50	54



April 11, 2016 results

AM

PM

Mike Crowell at Casella: 617 593 2638

	99	107			
Households	99	107			
Load weight (lbs)	1080	2020			
lbs/HH (pre-sort)	10.91	18.88			
% sorted	63.8%	51.7%			
	Post-Sort data				
Trash (lbs)	405	413			
Compost (lbs)	202	476			
Recycle (lbs)	82	156			
Total (lbs)	689	1045			
	Post-Sort data (% of disposal)				
Trash (%)	58.8%	39.5%			
Compost (%)	29.3%	45.6%			
Recycle (%)	11.9%	14.9%			
	Extrapolation				
Trash (lbs)	634.8	798.3			
Compost (lbs)	316.6	920.1			
Recycle (lbs)	128.5	301.6			
Total (lbs)	1080	2020			
Actual			Participating HH	Non-participating HH	
Trash (lbs/HH)	6.4	7.5			
Compost (lbs/HH)	3.2	8.6			
Recycle (lbs/HH)	1.3	2.8			
			Participating* Households		
			2014	2015	2016
			6.4	9.7	6.4
			6.7	4.1	3.2
			1.6	1.2	1.3
			14.7	15.0	10.9
			Non-Participating Households		
			2014	2015	2016
			6.4	10.93	7.5
			6.7	6.03	8.6
			1.6	1.87	2.8
			14.7	18.83	18.9

*Participating in the curbside food scraps collection program.

City of Cambridge
 Pre-Curbside Compost Pilot Waste Sort - 3/10/14

	Approved Bldgs - Participating HHs	Eligible Bldgs - Not Participating	Difference	
# HHs	83	91		174
Total Sample Weight	1460	1180	280	
Total Sorted Weight	1430	1132	298	2562
Difference	30	48		78
Lbs/HH	17.23	12.44		14.7
Lbs Compost	616	548	68	1164.0
% Compost	43%	48%		
Lbs/HH	7.4	6.0		6.7
Lbs Recycling	163	118	45	281.0
% Recycling	11%	10%		
Lbs/HH	2.0	1.3		1.6
Lbs Trash	651	466	185	1117.0
% Trash	46%	41%		
lbs/HH	7.8	5.1		6.4

Compost	Compost
123	233
204	285
289	30
616	548

Recycling	Recycling
57	26
12	55
49	37
45	118
163	

Trash	Trash
103	118
97	123
83	114
134	111
107	466
120	
644	

Pilot Projections	
HH	535
Lbs/HH	7.4
Total lbs	3971
Tons	1.99
Tip fee	\$55
Tons/yr	103.24
Fee/yr	\$5,677.96

PostPilot Non-participating

Household	75		
Unsorted	1412		
Lbs/hh	18.82666667		
Sorted:	lbs	% of Total	lbs/hh
Compost:	452	0.320113	6.026667
Trash:	820	0.580737	10.93333
Non-recyc	140	0.09915	1.866667

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Compost Yard Waste and Food Scraps



[Learn more](#)

Public Works > Our Services > Recycling and Trash > Curbside Collections > Composting > Compost Pilot > Project Reports

Project Reports

- **2016 Report - Curbside Organics Collection from Residents (Phase 2)**
 - Executive Summary (3 pages), Final Report (33 pages), Final Report with Attachments (258 pages)
 - Separate Attachments: Publicity Materials, Communication with Participating Households, Feedback from Participating Households, Project Materials
- **2012 Report - Feasibility Study (Phase 1)**
 - Full Report (54 pages) and Executive Summary (3 pages)

More information...

To report / request...

Service Requests



Cambridge citizen requests, now online & on the go! **Report issues here.**

FAQ's

Have a question? Find the answer in our extensive Frequently Asked Questions

Google translate



DEPT of PUBLIC WORKS

147 Hampshire St
Cambridge MA 02139

PHONE: 617.349.4800
TDD: 617.499.9924
Email Us

HOURS OF SERVICE

Monday: 8:30am-8pm
Tuesday-Thursday: 8:30am-5pm
Friday: 8:30am-12pm

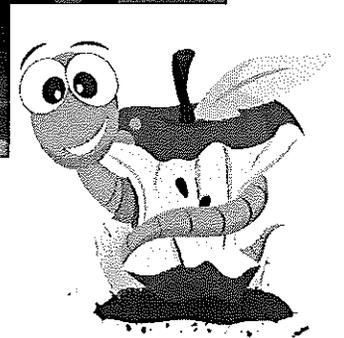
Recycling Center Hours

Tuesday & Thursday:
4:00pm-7:30pm
Saturday: 9:00am-4:00pm

<https://www.cambridgema.gov/theworks/ourservices/recyclingandtrash/curbsidecollections/compostinquiries/curbsidecompostpilot/projectreports>

CITY OF CAMBRIDGE – DEPARTMENT OF PUBLIC WORKS

**CURBSIDE ORGANICS COLLECTION FROM RESIDENTS
PHASE 2 REPORT**



**BY: RANDI MAIL RECYCLING DIRECTOR AND
EVERETT HOFFMAN, ORGANICS PROGRAM ASSISTANT**

SUMMER 2015

Executive Summary

Background

The City of Cambridge has worked for nearly 10 years to increase diversion of food scraps (a.k.a. organics) from the waste stream in many ways: backyard compost bin education and sales, workshops on vermicomposting, establishment of compost pickup for businesses, public schools and public drop-off sites. In 2012, the Massachusetts Department of Environmental Protection (MassDEP) awarded the City a 2 ½ year grant for \$73,304 through the Sustainable Materials Recovery Program to research, plan and possibly implement a pilot curbside food scraps collection program for residents. Phase one of the project was a feasibility study, which was completed in 2012 and in 2015, the City completed phase two of the project – a one year pilot program for curbside organics collection. Reports for both projects can be found online at CambridgeMA.Gov/CompostPickup.



FIGURE 1 CAMBRIDGE COMPOSTS LOGO

The City's motivations to pursue a curbside residential organics program were to reduce waste, curb climate emissions, control trash disposal costs, address rodent control, and meet public demands for compost services. Curbside organics is a key strategy to meet the City's goals to reduce trash by 30% by 2020 and 80% by 2050 over 2008 levels, aligning with the goals in the MA Solid Waste Master Plan. In terms of pounds (lbs) of trash per household (HH) per week the goals are 16 lbs/HH/wk by 2020 and 4 lbs/HH/wk by 2050. A 2011 Cambridge City Council resolution supported curbside composting and a public meeting was held.

The Cambridge Department of Public Works (DPW) ran implemented the one year curbside organics pilot from April 7, 2014 to March 30, 2015. Participating households will continue to receive curbside compost collection from a DPW crew through the fall 2015, at which time the service will be provided by a private hauler. The final results: 647 participating households in 424 residences diverted 85 tons or 170,000 lbs of organics from incineration and landfill. This avoided 76 tons of CO₂ emissions.

Pilot Overview

A specific area of the Monday collection route in North Cambridge was selected for the pilot because of its mix of housing and lack of access to existing food scrap drop off sites. The City's goal was to recruit 500-800 participating households. From fall 2013 to winter 2014, the City encouraged eligible households to sign up for the pilot via the monthly recycling e-newsletter, A frame signs in the neighborhood, info tables at key community locations, and a letter to families from the Cambridge Public Schools. Eligible residences included single family homes and multifamily buildings (MF) with up to 12 units with City trash service.

554 households signed up by the first collection day of the compost pilot, April 7, 2014. Participating households received a green kitchen container to collect food scraps and soiled paper, a year's supply of BioBags to line the kitchen container, a green curbside bin (to share at multi-family buildings), free collection on the normal collection day (same as recycling, yard waste and trash), a few requests during the pilot to answer online surveys, monthly email program updates, and finished compost great for gardens available at the Recycling Center, April-October.

Based on national estimates available of 8-12 lbs/HH/wk of organics, DPW estimated that households would generate 10 lbs/wk of organics. Before the pilot, the City collected and weight the trash from all participating residences and found 18.8 lbs/HH/wk. During the pilot, the average organics collected was 6.6 lbs/HH/wk reducing trash by nearly 35%. During a pre-pilot trash audit, 43% of the trash was organics at 7.4 lbs/HH/wk. This suggests an 89% capture rate of organics. The total truck weight averaged 3364 lbs and were brought to Rocky Hill Farm in Saugus, MA for composting.

DPW identified vendors for supplies and services, and developed or strengthened working relationships with all involved. BioBag USA donated the MaxAir kitchen containers and compostable bags, curbside green bins were purchased from Orbis Corporation (on MA state contract FAC87), SureClose donated some kitchen containers, education materials were printed by Sterling Printing and Classic Graphx, supplies were delivered to all participating residences by Delta Global, organics were composted by Rocky Hill Farm, and for part of the pilot load scales were used at Northgate Recycling. The Recycling Director designed all educational materials.

During the pilot, the City communicated regularly with participants to encourage best practices and issued six surveys, collecting demographic information and feedback on user experience. The program maintained a satisfaction rate of 95%. During each weekly collection, the Organics Program Assistant (OPA) monitored bins for fill level and contamination. Most bins were under 50% full and the organics stream was very clean with contamination being extremely uncommon. On average, 83% of all green bins were set out at the curb for weekly collection.

Program Expansion

Based on the success of the pilot, during FY16 budget planning the City decided to expand curbside compost pickup to all eligible residences in the Monday route in the fall 2015. The intent is to expand city wide within two years, and to 13+ unit multi-family buildings on a case-by-case basis in subsequent years. This decision was based a general feeling that the pilot was a success, given high satisfaction levels among participating households, the potential to reduce trash by up to 35%, and demonstrated impact on reduced climate emissions.

The City will initially contract for collection with a private hauler to achieve collection efficiencies needed, primarily for logistical reasons. Similar to the curbside yard waste contract, the hauler will be required to determine the compost processing facility. Once a citywide program is mature, the City will reevaluate whether DPW crews could be utilized. The City requested proposals from several haulers with appropriate experience.

The City hopes that participation will reach at least 40-60% of approximately 2,525 eligible residences in the Monday route, or 1010-1515 stops. The City estimates this program will divert 200-500 tons/year.

With the experience of the pilot and lessons from other communities with curbside organics programs, here are some best practices and learned for effective programs:

1. Provide supplies for free to make participating easy.
2. Aim to engage with as many buildings as possible, in person in the neighborhoods through door to door outreach is best. Internal household participation is secondary and staff energy can be better spent on engaging new buildings.
3. Collect email addresses of participants to communicate regularly.
4. Plan to eventually make participation mandatory, even without an enforcement mechanism.
5. Provide training programs to residents/building managers with incentive to receive supplies or rebates.
6. Conduct recurring outreach to large multi-family buildings. Target high turnover times of year to re-educate residents.
7. Engage landlords as primary point of contact in large multi-family buildings.
8. Involve children to bring message into the home and build cultural norms. Use high school students as volunteers.
9. Determine community policy and messaging for bags (compostable or plastic). Providing compostable bags for kitchen containers or strongly encouraging their use will minimize yuck factor and ensure high participation and diversion rates. Ventilated kitchen containers Wet anaerobic digestion facilities typically will screen out bags during processing.

City of Cambridge – Department of Public Works

**Curbside Organics Collection from Residents
Phase 1 Report - Executive Summary**

By: Caroleen Verly, Organics Planning Assistant, and Randi Mail, Recycling Director

Winter 2012

Purpose of Study

The Massachusetts Department of Environmental Protection (MassDEP) awarded the City a 2 ½ year grant for up to \$67,000 through the Sustainable Materials Recovery Program to research, plan and possibly implement a pilot curbside food scraps collection program (“Program”) for residents. The City is motivated to implement a Program for several reasons: to reduce greenhouse gas emissions and further climate protection efforts; to control trash disposal costs; to achieve the City’s goals to reduce tons disposed by 30% by 2020 from 2008 levels, and 80% less by 2050, to respond to public support as demonstrated by a March 2011 City Council resolution in support of curbside composting; to help meet state goals to increase food scraps diverted from the waste stream; and to respond to MassDEP’s encouragement of a Program based on the new regulation changes that facilitate the siting and operation of composting facilities.

To achieve the City’s waste reduction goals, Department of Public Works (DPW) recognizes that food scraps is one of several materials to target in the waste stream. We need to take a broad look at how we manage the waste stream and put it in a larger context. As the City begins on the path towards zero waste, we recognize that certain programs and strategies complement one another.

More processing capacity is needed in the Boston area to accommodate increased diversion of food scraps. To achieve this, there are different approaches to curbside collection, including trucking it to regional compost facilities (p. 17-25), sending all municipal solid waste to a regional facility that can compost it (p.38-39), encouraging increased home composting, and neighborhood-scale composting with in-vessel technology (p. 10). Trucking food scraps to a regional composting facility is likely the main strategy.

Methodology

DPW gathered information for this report from MassDEP resources and conversations, facility visits, interviews with many people including processors, haulers, developers, other communities, and compostable product companies. We reviewed research and findings by other organizations and developed a cost calculator (p. 32) to analyze the costs of implementing a pilot or citywide Program. The calculator allows the user to choose different options to run different scenarios. DPW staff met several times to review costs and discuss logistics related to the possibility of collection by city crews or private haulers (p. 32-35).

DPW met with MassDEP in early September to discuss the report and criteria for determining whether to implement a possible pilot Program (p. 9). These considerations include proximity of potential composting facilities to Cambridge, status of whether these facilities are currently accepting food scraps or will expand with the new MassDEP regulation changes, what organic materials will be accepted by each facility, how food scraps can be delivered (separate or combined with yard waste), tip fees at these facilities, and the economics of collection by city crews or a private hauler.

Findings

Possible Compost Facilities

We identified 10 possible compost facilities that could take loads of food and/or combined food and yard waste (p.17-25). Tip fees range from \$40-\$80/ton. Currently operating sites that could accept loads include Rocky Hill Farm in Saugus, Brick Ends Farm in Hamilton, and WeCare Environmental in Marlborough. Potential sites waiting that intend to add food to their operations under the new MassDEP regulation changes include Wellesley Town Compost Site and Landscape Express in Woburn. Additional sites that are not yet built or fully operational include the Department of Conservation and Recreation Compost Site in Mattapan, Franklin Park Zoo in Boston, and Waste Management. Waste Management plans are uncertain but may involve its transfer station in Melrose or an alternative location within 25 miles of Cambridge.

Projected Tons for Pilot Collection and Citywide Program (p. 27)

If implemented, the pilot will run one day a week for one year. We estimate 2 TPD of food and 124 tons per year (TPY). This assumes 800 households generating 10 pounds of food scraps per week with an 85% participation rate and 70% setout rate. To ensure an efficient pilot route, we will choose a neighborhood within one collection day. We would target a range of housing types including single-family homes and residential buildings with up to 12 units.

Eligible households will be notified through various neighborhood outreach efforts that will include email, mail, posters, announcements, etc. (p. 44-46) Households participating in the pilot will receive a kitchen scrap container and a year's supply of 3-gallon compostable bags to line the container. Once full, participants would place the bag in a sturdy plastic curbside bin with a locking lid. Curbside organics bins will be available in different sizes.

If the pilot is successful, a voluntary citywide program would be phased in by collection day to get enough participation among households to achieve minimum route density. It is important to note that the tonnage estimates below would not be realized on the first week of a citywide program. If implemented, a citywide program is likely to see a 35% participation rate and 70% setout rate. Applying these rates of participation and set out to 31,500 eligible households with City trash service and households generating 10 pounds of food scraps per week, we estimate 8 TPD and 2,007 TPY.

If we collect food and yard waste together in the same truck, we estimate 14-33 TPD and 3,911 TPY. The TPD range is due to seasonal fluctuations (p. 26). We would need to choose a facility that accepts all yard waste currently accepted in the City's program, including brush up to 1 inch in diameter and up to 3 feet long. It is important to note that combined collection of food + yard may not make sense if tip fees for mixed loads cost more than for separate yard waste. In addition, several facilities have limitations on brush due to concerns about damaging grinding equipment, or because they do not have a grinder. However, compost operators in other parts of the country are grinding food and yard waste including brush without issue (p. 15-16).

Costs for Pilot (p. 32-35)

If the pilot is implemented as food only, a side loader truck is recommended. Since DPW does not have a side loader, a private hauler would be needed for the pilot. Costs for the different pilot scenarios with a private hauler have a net cost of \$5,600-\$41,700 after the MassDEP reimbursement (up to \$24,230 for collection costs and compost tip fees). All pilot scenarios (food only or food and yard) using City crews are fully reimbursable with grant funds. Some scenarios even show a net savings to the City before reimbursement. In addition to cost, however, distance and accessibility of the compost facility is ultimately going to determine if the pilot is feasible for city crews.

Should a citywide program be implemented, different scenarios are discussed in the full report. All citywide food and yard scenarios with City crews have a net savings of \$158,300-\$340,300, driven by the elimination of the yard waste contract, using existing Solid Waste Division staff, and reduction of trash disposal fees. Citywide food-only scenarios show a range of impacts, from a net cost of \$52,800 to a net savings of \$27,500, driven by the wide range of compost tip fees.

Background - MassDEP Regulation Changes (p. 7)

MassDEP promulgated the proposed regulations in late November 2012 making it easier for existing compost facilities to expand and new facilities to be developed. These changes to MassDEP regulations are a significant development and remove barriers to siting composting and anaerobic digester operations, allow small compost operations to accept 15-30 tons per day (TPD) of food and other organics and aerobic or anaerobic digestion facilities to accept up to 60 TPD. The timeframe for this process depends on the size of the facility.

Browse  Results  Changes new!

Cambridge, Massachusetts - Code of Ordinances

CAMBRIDGE, MASSACHUSETTS - MUNICIPAL CODE

 Title 1 - GENERAL PROVISIONS

 Title 2 - ADMINISTRATION AND PERSONNEL

 Title 3 - REVENUE AND FINANCE

 Title 5 - BUSINESS LICENSES AND REGULATIONS

 Title 6 - ANIMALS

 Title 8 - HEALTH AND SAFETY

 Chapter 8.08 - EXPLOSIVES AND FLAMMABLE LIQUIDS

 Chapter 8.12 - GASOLINE SERVICE STATIONS

 Chapter 8.16 - NOISE CONTROL

 Chapter 8.20 - RECOMBINANT DNA TECHNOLOGY

 **Chapter 8.24 - REFUSE AND LITTER**

8.24.010 - Purpose.

8.24.020 - Definitions.

8.24.030 - Private property owners and occupants—Duties.

8.24.040 - Private property owners and occupants—Keeping premises and adjacent areas free of litter.

[▲ Scroll to Top](#)

8.24.050 - City's duties and responsibilities.

8.24.070 - Mandatory recycling.

8.24.090 - Receptacles—Sidewalk placement time restrictions.

8.24.100 - Receptacles—Screening from public view.

8.24.110 - Private collectors—Methods of storage, collection and disposal.

8.24.120 - Commercial or nonprofit establishments or multifamily dwellings—Frequency—Receptacle specifications.

8.24.130 - Oversize items—Collection procedures.

8.24.140 - Bulk refuse—Preparation and placement.

8.24.150 - Burning of refuse prohibited.

8.24.160 - Temporary container placement in parking spaces.

8.24.170 - Litter—Pedestrians on public property.

8.24.180 - Litter—Pedestrians on private property.

8.24.190 - Litter—Throwing from vehicles.

8.24.200 - Litter—Load-carrying vehicles.

8.24.230 - Publicity—Citizen information service.

8.24.240 - Fees—Collection of refuse.

8.24.260 - Violation—Penalty.

8.24.270 - Rules and regulations.

■ Chapter 8.25 - DUMPSTER LICENSES

■ Chapter 8.28 - RESTRICTIONS ON YOUTH ACCESS AND SALE OF TOBACCO PRODUCTS AND ON SMOKING IN WORKPLACES AND PUBLIC PLACES

■ Chapter 8.29 - REGULATION OF THE SALE OF TOBACCO PRODUCTS THROUGH VENDING MACHINES

■ Chapter 8.30 - PREVENTION OF AIDS/HIV INFECTION

■ Chapter 8.32 - SECURITY ALARM SYSTEMS

■ Chapter 8.36 - PRIVATE FIRE ALARM SYSTEMS

■ Chapter 8.40 - JUNK MOTOR VEHICLE STORAGE

■ Chapter 8.44 - RENT CONTROL*

- Chapter 8.48 - PROTECTION OF THE STRATOSPHERIC OZONE LAYER
- Chapter 8.52 - PROMOTION OF RECYCLING OF USED MOTOR OIL
- Chapter 8.56 - PROMOTION OF NONRESIDENTIAL SOLID WASTE REDUCTION
- Chapter 8.60 - ENFORCEMENT OF STATE SANITARY CODE
- Chapter 8.61 - ASBESTOS PROTECTION
- Chapter 8.64 - NURSING HOMES
- Chapter 8.66 - TREE PROTECTION
- Chapter 8.67 - BUILDING ENERGY USE
- Chapter 8.68 - BRING YOUR OWN BAG
- Chapter 8.70 - PROHIBITION ON THE USE OF POLYSTYRENE BASED DISPOSABLE FOOD CONTAINERS

■ Title 9 - PUBLIC PEACE, MORALS AND WELFARE

■ Title 10 - VEHICLES AND TRAFFIC

■ Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES

■ Title 13 - PUBLIC SERVICES

■ Title 14 - FAIR HOUSING

■ Title 15 - BUILDINGS AND CONSTRUCTION

■ Title 17 - ZONING

■ APPENDIX

STATUTORY REFERENCES FOR MASSACHUSETTS CITIES AND TOWNS

CROSS-REFERENCE TABLE

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST modified

Chapter 8.24 - REFUSE AND LITTER

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- 8.24.150 - Burning of refuse prohibited.
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Chapter 8.24 - REFUSE AND LITTER



Sections:

8.24.010 - Purpose.



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It is the intent of the City Council that this chapter be liberally construed for the purpose of providing a sanitary and satisfactory method of handling, collecting and disposing of refuse and for the maintenance of public and private property free of litter in a clean, orderly and sanitary condition for the appearance, health and safety of the community.

(Ord. 1152 (part), 1993; prior code § 17-71)

8.24.020 - Definitions.



For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- A. "Aluminum" means aluminum cans, aluminum foil, and aluminum containers or trays used in packaging, preparation or cooking of food.
- B. "Authorized litter receptacles" means receptacles for the use of the general public placed outdoors by the City or by private persons on either public or private property. The receptacles shall be designed so as to prevent the escape of litter onto any public or private property. The receptacles may be identified by an appropriate sign, furnished either by the City or the owner, which includes the statement, "No Littering Under Penalty of Law. Fine \$50.00."
- C. "Authorized recycling receptacle" means "household recycling receptacle (otherwise known as household recycling bin)", "toter" or "paper leaf bag" as defined herein, or other containers defined in regulations written pursuant to Section 8.24.070.
- D. "Authorized refuse receptacles" means authorized recycling receptacles and authorized rubbish receptacles, including dumpsters licensed pursuant to Chapter 8.25.
- E. "Authorized rubbish receptacles" means receptacles that contain rubbish generated by owners or occupants of the private property where they are located that are awaiting collection and are kept outdoors on private property or set out for curbside collection including dumpsters licensed pursuant to Chapter 8.25. They shall be constructed preferably of heavy plastic (not plastic bags) or of metal, with tight-fitting covers, and shall be flytight, rodent resistant, nonflammable and waterproof, provided, however, that dumpsters shall be kept in accordance with the requirements of Chapter 8.25 of this Code. On the day of pick-up only, heavy plastic bags of not less than three mil that are flytight, rodent resistant, non-flammable and waterproof, fastened tightly with wire, strings or tape, may be set out for curbside collection. Authorized rubbish receptacles for City rubbish collection, other than dumpsters licensed pursuant to Chapter 8.25 shall not exceed fifty-gallon

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capacity, and shall not exceed fifty pounds per container, or one hundred fifty pounds per household per week. Limitation on size or weight does not apply to authorized rubbish receptacles for private collection.

- F. "Cans" means all containers composed in whole of iron or steel (so-called tin cans) used as containers for the packaging or storage of various food and non-food items including empty aerosol cans, except containers that contain paint or petroleum-based solvents.
- G. "Commercial establishment" means any nonresidential building, including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile service, hotels and motels, restaurants, or shipping and receiving areas.
- H. "Corrugated cardboard" means paper in which a portion has been made to have a wavy surface (alternating ridges and grooves) and is placed between two flat surfaces for the sake of strength, and which is commonly used to form cartons.
- I. "Glass containers" means bottles and jars of any color, made of silica, sand, soda ash, and limestone, being transparent or translucent, and used for packaging or bottling various materials. This does not include plastics or glass products such as window glass, blue glass, flat glass, mirrors, plate glass, light bulbs, dishes or ceramics.
- J. "Household recycling receptacle" means a container, up to 20 gallons in size, used to store recyclables before they are collected in the curbside recycling program.
- K. "Leaves" means deciduous and coniferous seasonal deposition from trees.
- L. "Litter" means all refuse, and includes any other waste material which, if thrown or deposited as prohibited in this chapter, tends to create a danger or nuisance to public health, safety or welfare.
- M. "Magazines" means publications printed on glossy, clay-coated paper.
- N. "Multifamily dwelling" means any place of residence with seven or more dwelling units, including apartments, cooperatives, condominiums, group houses, roominghouses or boardinghouses.
- O. "Newspaper" means newsprint-grade paper, the common, inexpensive machine-finished paper made chiefly from wood pulp, which is printed and distributed, and includes all newspaper advertisement, comics and enclosures. This does not include newspaper soiled by food, paint, petroleum products, oil or oil solvents, or other solid wastes that are not recyclable.
- P. "Nonprofit establishment" means an established organization or foundation dedicated to public service or culture, including, but not limited to, religious, educational and health care functions.
- Q. "Occupant" means any person living, sleeping or cooking in, or conducting any commercial or nonprofit activity, or having actual possession of any building or part thereof.
- R. "Owner" means any person or entity which alone or jointly or severally with

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others:

1. Shall have legal or equitable title to any private property with or without accompanying actual possession thereof; or
 2. Shall have charge, care or control of any private property as owner or agent or as executor, administrator, trustee or guardian of the estate of the owner or any other person in a representative capacity.
- S. "Paper leaf bag" shall be a sanitary Kraft Paper Sack or equal of thirty-gallon capacity, two-ply fifty-pound wet strength with decomposing glue and reinforced self-supporting square bottom closure.
- T. "Recyclable Plastic" means clear and colored plastic bottles and jugs marked #1-#7 with the exception of Styrofoam and plastic film or bags.
- U. "Recyclable materials" means any type of refuse designated by the Cambridge Commissioner of Public Works through rules and regulations issued under this chapter to be separated for recycling or composting.
- V. "Refuse" means all solid waste generated by occupiers of land in Cambridge, excluding construction demolition debris.
- W. "Residential dwelling" means any residential building, including single-family homes, apartment buildings, buildings containing cooperatives and condominiums, group houses, roominghouses or boardinghouses.
- X. "Rubbish" means all refuse excluding recyclable materials.
- Y. "Sorted office paper" means printed or unprinted sheets, shavings and cuttings of colored or white sulphite or sulphite ledger, bond, writing and other paper which have a similar fiber and filler content, and which are free of treated, coated, padded and heavily printed paper, carbon paper and nonpaper materials.
- Z. "Toter" means a central collection container used for storage of recyclable materials between pickups from numerous households in a multifamily dwelling and compatible with collection equipment used by the City's recyclables collection contractor.
- AA. "White goods" means major kitchen and laundry appliances including, but not limited to, stoves, washers, refrigerators and dryers. Nothing in this definition shall waive compliance with the rules and regulations for the generation, transportation, storage, and disposal of hazardous waste.
- BB. "Yard waste" means grass clippings, weeds, hedge clippings, garden waste, and twigs and brush not longer than two feet in length and one-half inch in diameter.

(Ord. 1328, 9/14/2009; Ord. 1293, Amended, 12/19/2005; Ord. 1152 (part), 1993; prior code § 17-72)

8.24.030 - Private property owners and occupants—Duties.

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- A. Residential Property.

1. Every owner (or occupant or owner's agent if designated in a written agreement), shall supply authorized refuse receptacles sufficient to contain all refuse accumulated between collection days.
 2. Every owner (or occupant or owner's agent if designated in a written agreement) of a dwelling unit shall cause the shared or common areas of the dwelling, its premises and yard area, and the adjoining sidewalk and gutter to be maintained in compliance with Sections 8.24.040 and 8.24.140 of this chapter.
 3. Every occupant (or owner's agent if designated in a written agreement) shall store and dispose of all refuse in a clean and sanitary manner in compliance with Sections 8.24.070, 8.24.090, 8.24.110, and 8.24.130 through 8.24.170 of this chapter.
 4. Every owner (and owner's agent if such agent is legally required and is designated in a written agreement) of a dwelling in which he does not reside, shall be severally and jointly responsible for maintaining the entire premises including the yard area and the adjoining sidewalk and gutter in compliance with this chapter.
 5. Every owner of any residential dwelling with 3 or more units in which the owner does not reside shall have posted contact information for the owner (or owner's agent who is responsible for the maintenance of the premises if designated in a written agreement) in a location visible from the outside entrance, which posting shall be on a durable material no smaller than 20 square inches.
- B. Private Property Occupied by Multifamily Dwellings, Commercial or Nonprofit Establishments. Every owner (or occupant, if designated in a written agreement) shall supply a sufficient quantity of authorized refuse receptacles in compliance with Sections 8.24.070, 8.24.090, 8.24.110 and 8.24.120 through 8.24.160, of this chapter. If refuse is not collected by the City, arrangements shall be made for adequate and regular private collection of refuse in compliance with Sections 8.24.070 through 8.24.160 of this chapter.

(Ord. 1328, 9/14/2009; Ord. 1293, Amended, 12/19/2005; Ord. 1152 (part), 1993; prior code §17-74)

8.24.040 - Private property owners and occupants—Keeping premises and adjacent areas free of litter.



- A. Maintenance of Private Property. Every owner or occupant of private property shall maintain his property free of any accumulation of litter, and shall prevent any litter from escaping to any other public or private property.
- B. Maintenance of Sidewalks. ▲ Scroll to Top
 - 1.

Every owner or occupant of private property bordering on a street where there is a public or private sidewalk or footway shall maintain such sidewalk or footway and the adjoining gutter to the center of the street free of litter.

2. Every owner or occupant of private property shall cut and dispose of weeds in any yard area or vacant lot, or around any public or private property.
 3. No person shall sweep into or deposit in any gutter, street, square or other public place the accumulation of litter from any building or lot, or from any public or private sidewalk, footway or driveway.
- C. Litter From Residential, Commercial or Nonprofit Establishments.
1. Litter from residential, commercial or nonprofit establishments shall not be thrown or deposited in any public litter receptacles by the owners, occupants, employees or agents of the residential, commercial or non-profit establishments.
 2. Commercial or nonprofit establishments may maintain authorized litter receptacles for the use of the general public outdoors on private property or on the adjoining sidewalk in a manner not to inconvenience the use of the sidewalk by pedestrians. The establishments are encouraged to identify such authorized litter receptacles as described in [Section 8.24.020](#) of this chapter and the establishment shall cause the receptacles to be emptied regularly.

(Ord. 1152 (part), 1993; prior code § 17-75)

(Ord. 1310, Amended, 10/29/2007)

8.24.050 - City's duties and responsibilities.



- A. The City shall maintain regular schedules of street cleaning, and shall post signs City-wide and otherwise publicize by all appropriate means the schedules of regular street cleaning times.
- B. The City shall maintain regular schedules of refuse collection subject to the provisions of Sections [8.24.070](#), [8.24.090](#), [8.24.130](#) and [8.24.140](#) of this chapter, and shall publicize the schedules by all appropriate means.
- C. The City shall maintain and service authorized litter receptacles in the City.
- D. The City shall require all federal, state and local government organizations to comply with the regulations in Sections [8.24.040](#), [8.24.070](#) through [8.24.160](#) and [8.24.240](#) of this chapter, for owners of private property and for commercial or nonprofit establishments.

(Ord. 1152 (part), 1993; prior code § 17-81)

(Ord. 1310, Amended, 10/29/2007)

8.24.070 - Mandatory recycling. [Scroll to Top](#)



- A. Purpose and Declaration of Policy. This section has been created because of the great interest of the people of Cambridge in preserving the environment by reducing the amount of refuse sent to landfills and incinerators. It shall be the policy of the City to reduce the amount of solid waste generated and to require the recycling of recyclable materials to the fullest extent possible.
- B. Establishment of Program. There is established a program for the mandatory separation of certain recyclable materials from refuse which shall apply to all buildings in Cambridge, and shall be carried out under the supervision of the Commissioner of the Cambridge Department of Public Works (DPW).
- C. Mandatory Separation of Recyclable Materials. It shall be mandatory for each owner or occupant in Cambridge to separate all designated recyclable materials from other refuse in accordance with the provisions of this section. These mandatory recycling requirements shall apply to all buildings without regard to whether the building's solid waste is collected by the City.
 - 1. Buildings Which Receive City Solid Waste Collection Services. It shall be mandatory for each owner or occupant of a building which receives City solid waste collection services to separate from other refuse all recyclable materials designated by the Commissioner in rules and regulations issued under this section. Owners of multifamily dwellings shall submit a recycling plan to the Commissioner or his or her designee in accordance with subsection E of this section. This requirement shall also apply to all City-owned buildings, including schools.
 - 2. Buildings Which Do Not Receive City Solid Waste Collection Services. It shall be mandatory for each owner or occupant of a building which does not receive City solid waste collection to separate all designated recyclable materials from other refuse in accordance with a recycling plan to be submitted to the Commissioner or his or her designee, in accordance with subsection E of this section.
- D. Collection of Recyclable Materials.
 - 1. Residential Dwellings.
 - a. As long as funds are available, the City will provide one household recycling receptacle to each dwelling unit in residential dwellings with six or fewer units that are not primarily used to house students and/or staff of nonprofit establishments. The City shall retain ownership of all its household recycling receptacles and the resident of each dwelling unit shall take proper care to protect such receptacle from loss or damage. Receptacles that are lost or stolen will be replaced by the City as long as the City's supplies last. After City supplies are depleted, it shall be the responsibility of the resident of each dwelling unit to obtain a suitable replacement within forty-five days. In such buildings, the materials designated for recycling in rules and regulations promulgated by the Commissioner shall be placed in the household recycling receptacles.
 - b.

As long as funds are available, the City will provide a suitable number of household recycling receptacles and/or totes to buildings with seven or more units that are not primarily used to house students and/or staff of nonprofit establishments. The number of household recycling receptacles and/or totes to be provided shall be determined by the City for each individual building. The City shall retain ownership of all its household recycling receptacles and totes and the owner or owners of the building shall take proper care to protect such containers from loss or damage. If the containers are lost or stolen, it is the responsibility of the owner or owners of the building to obtain a suitable replacement within forty-five days in accordance with rules and regulations to be issued by the Commissioner under this section. In such buildings, the materials designated for recycling in rules and regulations promulgated by the Commissioner shall be placed in the household recycling receptacles and/or totes. If owners or occupants desire recyclables collection from a location on private property, collection more than once a week, or larger containers than the City provides, they must arrange for private collection of recyclables and are responsible for the costs of collection.

- c. During the leaf and yard waste collection season, owners or occupants shall place their leaves and yard waste in paper leaf bags (as defined in subsection C of this section) or open barrels to be provided by the owner or occupant. Barrels must be marked with City-approved yard waste labels. However, if the owner or occupant employs a commercial landscaping company, the landscaping company is responsible for hauling away the leaves and yard waste from the owner's property.
- d. The preparation and placement of recyclables shall be accomplished in accordance with rules and regulations to be issued by the Commissioner under this section.
- e. All recycling containers and receptacles shall be placed for collection on the outer edge of the sidewalk, so as not to obstruct the free passage of pedestrians, or in such other place and on days specified by the Commissioner in rules and regulations to be issued under this section.
- f. Recyclables shall not be placed in plastic garbage bags for collection, removal or disposal. Recyclables shall not be placed in the same refuse containers as rubbish or mixed with rubbish or litter for collection, removal or disposal. If separation of recyclable materials from rubbish does not take place, the City may decide not to collect said rubbish.
- g. Upon placement of recyclables for the City or its contractor at the curbside, pursuant to this subsection, such recyclables shall become the property of the City. It shall be a violation of this section if any person, other than authorized agents of the City acting in the course of their employment or contract, collects or causes to be collected any recyclables so placed. Each and every such collection in violation of this subdivision from one or more locations shall constitute a separate and distinct

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offense. In addition to the penalty provided in subsection I of this section, any violator of this subsection shall make restitution to the City for the value of recyclables illegally removed.

2. Commercial and Nonprofit Establishments. In commercial nonprofit establishments, the materials designated for recycling in rules and regulations promulgated by the Commissioner shall be placed in recycling receptacles provided by the owner or owners of such buildings. The owner or owners of such buildings shall be responsible for the costs of recyclables separation and collection. Any savings in solid waste disposal realized due to recycling shall accrue to the owner or owners of such buildings. The owner or owners of such buildings shall submit recycling plans to the Commissioner in accordance with subsection E of this section. The Commissioner shall have the authority to require documentation from the City's recyclables collection contractors and from any owner, lessee or tenant of a building which does not receive City recyclables collection services, that recyclables are being delivered to a broker or end market that causes the material to be recycled or composted rather than landfilled or incinerated.
- E. Recycling Plans.
1. All property owners of property whose recycling is not collected by the City are required to submit recycling plans to the Commissioner upon request.
 2. Contents of Plan. Each recycling plan will cover the following items:
 - a. Which recyclables will be put out for collection;
 - b. Frequency of collection;
 - c. Methods to be used for collection, including types of containers;
 - d. Any other items which may be specified in rules and regulations promulgated by the Commissioner under this section.
 3. Format of Plan. Plans shall be submitted in a format to be specified in rules and regulations promulgated by the Commissioner under this section.
- F. Recyclable Materials. The recyclable materials to be separated shall be designated by the Commissioner in rules and regulations to be issued under this section. If the Commissioner designates a material as recyclable, such designation shall govern the treatment of such material notwithstanding the provisions of any ordinance to the contrary.
- G. Recycling Advisory Committee. There is established a Recycling Advisory Committee. The Committee, as requested, shall provide advice, assistance and recommendations to the Commissioner regarding the recycling program. The Committee shall be appointed by the City Manager, and shall consist of at least nine persons with a demonstrated interest in recycling, at least six of whom are residents of Cambridge. At least one member chosen shall be a user of or familiar with the City's Recycling Dropoff Center, one member shall represent the private real estate industry (apartment management), and one member shall be a designee of the Cambridge Housing Authority. One member shall represent the

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business community, and one member shall represent nonprofit institutions. The term shall be three years. The Commissioner, or his or her designee, shall be an ex officio member of the Committee.

(Ord. 1152 (part), 1993; Ord. 1137, 1992; Ord. 1117 (part), 1991)

(Ord. 1310, Amended, 10/29/2007)

8.24.090 - Receptacles—Sidewalk placement time restrictions.



Whoever desires the removal of refuse from private property shall cause the refuse to be placed in authorized refuse receptacles and to be set in an easily accessible place upon the sidewalk. The authorized refuse receptacles shall be placed on the sidewalk no earlier than six p.m. of the day immediately prior to the day of collection as designated by the Commissioner of Public Works for collection for the area where the premises are located and shall be removed from the sidewalk no later than six p.m. of the day of collection. The authorized refuse receptacles shall not be placed upon the sidewalks in a manner to inconvenience the use of the sidewalks by pedestrians.

(Ord. 1152 (part), 1993; prior code § 17-76(d))

(Ord. 1293, Amended, 12/19/2005)

(Ord. 1310, Amended, 10/29/2007; Ord. 1293, Amended, 12/19/2005)

8.24.100 - Receptacles—Screening from public view.



Every owner or occupant of private property may maintain authorized rubbish receptacles outdoors on such private property provided the receptacles are screened from the view of public streets and sidewalks.

(Ord. 1152 (part), 1993; prior code § 17-76(a))

8.24.110 - Private collectors—Methods of storage, collection and disposal.



The Commissioner of Public Works shall have the right to specify the times and methods of storage, collection and disposal of refuse by any private collector.

(Ord. 1152 (part), 1993; prior code § 17-76(k))

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8.24.120 - Commercial or nonprofit establishments or multifamily dwellings—Frequency—Receptacle specifications.



- A. The Commissioner of Public Works may, at his or her discretion, and if the public convenience and necessity so require, determine that the volume of refuse from a commercial or nonprofit establishment or multifamily dwelling is beyond the capacity of the Department of Public Works to collect or dump, and upon making such a determination, the Commissioner shall so notify the owner, manager, tenant or occupant of the commercial or nonprofit establishment or multifamily dwelling that the City will not collect refuse from the commercial or nonprofit establishment or multifamily dwelling and that the owner, manager, tenant or occupant of the commercial or nonprofit establishment or multifamily dwelling shall apply for a dumpster license if applicable, and shall arrange for private collection in accordance with Chapter 8.25.
- B. All refuse awaiting private collection shall be in refuse receptacles which shall contain only refuse generated by owners or occupants of the private property where they are located and shall be flytight, rodent resistant, nonflammable and waterproof, and shall be so constructed as to prevent the escape of litter onto public or private property, provided, however, that dumpsters shall comply with the provisions of Chapter 8.25. All such refuse receptacles shall be kept on private property at all times and not on public streets or sidewalks. All such refuse receptacles in residentially zoned areas or within thirty feet of such an area shall be screened from view by being completely enclosed by a fence at least six feet in height.

(Ord. 1328, 9/14/2009; Ord. 1310, Amended, 10/29/2007; Ord. 1293, Amended, 12/19/2005; Ord. 1152 (part), 1993; Ord. 1126, 1991; prior code § 17-76(l))

Editor's note— Ord. 1328, adopted September 14, 2009, changed the title of section 8.24.120 from "Commercial or nonprofit establishments—Frequency—Receptacle specifications" to "Commercial or nonprofit establishments or multifamily dwellings—Frequency—Receptacle specifications." The historical notation has been preserved for reference purposes.

8.24.130 - Oversize items—Collection procedures.



Large bulky items of refuse such as refrigerators, air conditioners, stoves and other bulky appliances will be collected by the City only by special arrangement with the Department of Public Works. Persons desiring such collection should notify the Commissioner. The City Manager may at his discretion direct the Commissioner to charge a fee for the collection of certain items, or the Commissioner may, at his or her

discretion, determine that certain items are unsuitable for collection by the City, and may direct the owner to arrange for private collection or may charge a reasonable fee for collection by the City. The determination of the Commissioner shall be final.

(Ord. 1152 (part), 1993: prior code §17-76(g))

(Ord. 1310, Amended, 10/29/2007)

8.24.140 - Bulk refuse—Preparation and placement.



Refuse that is larger than can be contained in authorized refuse receptacles shall be securely tied in compact bundles, not to exceed fifty pounds in weight and two feet in length. Large cardboard cartons shall be flattened down no larger than three feet by three feet, may be collected for recycling only, and may not be used as refuse receptacles. Such bulk refuse shall be set out in the same place and under the same restrictions as those for authorized refuse receptacles in Section 8.24.090 of this chapter.

(Ord. 1152 (part), 1993: prior code § 17-76(e))

(Ord. 1310, Amended, 10/29/2007)

8.24.150 - Burning of refuse prohibited.



The burning of leaves and other refuse is strictly prohibited.

(Ord. 1152 (part), 1993: prior code § 17-76(f))

8.24.160 - Temporary container placement in parking spaces.



The Commissioner of Public Works may preempt parking spaces for limited periods of time at any area for the purpose of installing temporary containers for the collection of large items of rubbish or of shrub and tree trimmings.

(Ord. 1152 (part), 1993: prior code § 17-76(j))

8.24.170 - Litter—Pedestrians on public property.



No person shall throw or deposit litter in or upon any street, sidewalk, square, playground, park or other public place except in authorized public or private litter receptacles.

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(Ord. 1152 (part), 1993: prior code § 17-73(a))

8.24.180 - Litter—Pedestrians on private property.



No person shall throw or deposit litter on any occupied, open or vacant private property, whether or not occupied by such person, except in authorized private litter receptacles or authorized private rubbish receptacles.

(Ord. 1152 (part), 1993: prior code § 17-73(c))

8.24.190 - Litter—Throwing from vehicles.



No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street, sidewalk, square, playground, park or other public place.

(Ord. 1152 (part), 1993: prior code § 17-73(c))

8.24.200 - Litter—Load-carrying vehicles.



No person shall drive or move any truck or other vehicle unless such vehicle is so constructed and loaded as to prevent any load, contents or litter from being blown off or deposited upon any street, sidewalk, square, playground, park or other public place.

(Ord. 1152 (part), 1993: prior code § 17-73(d))

8.24.230 - Publicity—Citizen information service.



- A. The City shall publicize the provisions of this chapter through the media of signs, advertisements, flyers, leaflets, announcements on radios and television, newspaper articles and through any other appropriate means, so that all citizens will have the opportunity to become informed about the legal duties of property owners and occupants, pedestrians and motorists, and about the City recycling, refuse and anti-litter services.
- B. The City shall maintain a citizen information service information and complaints about litter, recycling, refuse and snow removal problems.

(Ord. 1152 (part), 1993: prior code § 17-82)

8.24.240 - Fees—Collection of refuse.



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The Commissioner of Public Works shall collect amounts due for refuse collections for which charges are imposed, and shall keep suitable records thereof.

(Ord. 1152 (part), 1993; prior code § 17-77)

8.24.260 - Violation—Penalty.



- A. **Criminal Penalty.** Any person who violates any section of this chapter shall be subject to a fine not exceeding three hundred dollars. Each day's violation shall constitute a separate offense.
- B. **Noncriminal Disposition.** Whoever violates any provision of this chapter may be penalized by a noncriminal disposition as provided in G.L. c. 40, § 21D. For purposes of this section, the Commissioner of Public Works shall be the enforcing officer, except that the Commissioner may delegate his enforcing authority to designated Public Works Enforcement Officers and the Commissioner of Inspectional Services and his designees. The penalty for each violation shall not exceed three hundred dollars. Each day's violation shall constitute a separate violation.

(Ord. 1152 (part), 1993; Ord. 1084 § 3, 1989)

(Ord. 1310, Amended, 10/29/2007)

8.24.270 - Rules and regulations.



The Commissioner, with the approval of the City Manager, may promulgate rules and regulations for the implementation of this chapter.

(Ord. 1152 (part), 1993)

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