

File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
 Thursday, May 5, 2011 @ 11:00 AM

FORMAL BID	<p>Bid Deposit-The bid submitted must be accompanied by a bid deposit in the form of a bid bond, or a treasure's certified, or bank check made payable to the City of Cambridge in the amount of five percent (5%) of the total amount of the bid for year one.</p> <p>Pre-bid Conference There will be a pre-bid conference on Thursday, April 21 @ 10:00 a.m. at the Walter J Sullivan Water Treatment Facility (Cambridge Water Department), 250 Fresh Pond Parkway Cambridge, MA .</p>
FILE NO: 5449	
COMMODITY: Landscape Maintenance Program for Cambridge Water Department	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
 795 Massachusetts Avenue, Room 303
 Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, April 14, 2011** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, May 5, 2011. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, Formal, File No. 5449.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **Landscape Maintenance Program for Cambridge Water Department opened at 11:00 a.m. on Thursday, May 5, 2011**". **The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ FAX NUMBER: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

**File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM**

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish and deliver all materials and to do and perform **Landscape Maintenance Program for Cambridge Water Department** all in accordance with the attached specifications and following proposal schedule.

The contract period is for one year with two one-year options to renew at the sole discretion of the Awarding Authority. **The contract start date will be May 30, 2011.** One award will be made as a result of this Invitation for Bid. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years.** The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

The year 2011, 2012 and 2013 prices must remain FIRM during the entire contract period.

Contract will be awarded within forty-five, unless award date is extended by consent of all parties concerned.

In accordance with the City's recycling policy, these bid pages are printed on both sides.

Prior to bid opening, a bidder may correct, modify, or withdraw his/her bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions

Pre-bid Conference

There will be a pre-bid conference on **Thursday, April 21 @ 10:00 a.m.** at the Walter J Sullivan Water Treatment Facility (Cambridge Water Department), 250 Fresh Pond Parkway, Cambridge, MA. A site visit may be arranged for each area following the pre-bid conference. **Attendance at the pre-bid conference is strongly recommended.**

Bid Deposit

The bid must be accompanied by a bid deposit in the form of a bid bond, or a treasure's certified, or bank check made payable to the City of Cambridge in the amount of five percent (5%) of the total amount of the bid for year one.

Questions

Questions concerning this Invitation to Bid must be submitted in writing and faxed to the Office of the Purchasing Agent, Cynthia H. Griffin, Fax #617-349-4008. All questions must be submitted no later than **Friday, April 22, 2011 by 10:00 a.m.**

An Addendum will be posted to the website to notify all bidders of the questions and answers and will be mailed to the bidders on the bid list. Addendums will also be mailed to bidders listed on the bid list.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Name of Bidder: _____

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, 2010 is \$13.90 per hour. The Living Wage Requirements are attached.

Confidentiality and Public Record Law

All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Information and Instructions to Bidders (1-8)

1. Air and Noise Pollution Control

The Contractor shall conduct its operations so as not to violate any state and local ordinances pertaining to air or noise pollution. Reduced decibel, and reduced emission landscape maintenance equipment should be used whenever possible

2. Fueling of Equipment

All equipment must be refueled on a paved area at least fifty feet from the reservoirs edge. There are no exceptions to this rule. At Payson Park Reservoir, all equipment/vehicles must be fueled offsite on the town of Belmont Streets.

3. Dust Control

The Contractor is placed on notice that blowing dust from un-stabilized earth areas of the work will be considered a nuisance under its control. The Contractor shall, by spraying with water or other approved means, dampen the soil to hold down the dust during working hours.

Contractor is responsible for tree wells and sidewalks bordering the perimeter areas. At no time shall any Contractor sweep or in any way place debris in and along curb line and street (gutter).

4. Sub-Contracting

Contractors awarded the bid will not be allowed to sub-contract any work pertaining to Grounds Maintenance other than the following:

Wetland/Meadow Management Program
Flail mowing services

All sub-contractors must meet qualifications that are outlined in this Contract and perform all work under the guidelines of this Contract, detailed in Technical Specifications for Landscape Maintenance, Section C Maintenance Method, Parts 26, 27, 28 and 29. The City must approve all sub-contractors.

The Contractor is responsible for all work performed or damages caused by sub-contractor.

5. Location, Boundaries and Features

Mayor Walter J. Sullivan Water Treatment Facility

Address: 250 Fresh Pond Parkway

Boundaries: Edge of Fresh Pond Parkway to the Reservoir's edge including all side walk areas, tree wells, and turf areas. If there is a fence between the curb edge and adjacent building, the park extends to the curb line or building.

Features: Drinking water reservoir, Water Treatment plant, parking lots, walking trails, paved walks, irrigation systems, fountains, wetlands, and passive recreational areas.

Fresh Pond Golf Course Pro Shop

Address: 691 Huron Avenue

Boundaries: Planting beds around building, parking lot, and entrance at Huron Avenue

Features: seven planting areas, fence line along Huron Avenue, Blanchard Road, porous patio, bio retention basin, infiltration trench

Maher Park

Address: 650 Concord Avenue

Boundaries: Maintained grounds from Concord Avenue to Reservation wood line.

Features: Soccer field, community garden, water fountain, irrigation systems, natural meadows, paved surfaces, hiking trails, and fenceline along Concord Avenue

Payson Park Reservoir

Address: Payson Park Road, Belmont MA

Boundaries: Top of covered reservoir to beginning of Belmont town roads

Features: Covered Reservoir with fencing, buildings, stairs, paved surfaces, swales, and very steep slopes.

Hobbs Brook Reservoir

Address: Winter Street Waltham MA

Boundaries: Between Sylvan road and Gatehouse Drive; above water line to toe of riprap slope. Features: Steep dam slope, stone riprap

Trapelo Road Dam

Address: Trapelo road Waltham at the intersection of Trapelo road and Old County road

Boundaries: entire length and both sides of dam from top of road to water's edge.

Features: steep rip rap slope and road abutting reservoir.

Stony Brook Reservoir

Address: 1 Gatehouse Lane

Boundaries: entire length of dam between top of water and toe of dam slope.

Features: Steep slope, and riprap

Harrington Property

Address: Route 117, Weston, MA

Boundaries: varied

Features: 16 acres of woodlands, containing mill pond, parking lot and hiking trails

Any questions about location, boundaries must be submitted in writing to the purchasing agent seven days before bid deadline.

6. Special Requirement

All landscape maintenance shall include facility sites and all adjoining sidewalks including all tree wells to face of curb as indicated on the attached site maps. (Appendices A, B)

Name of Bidder: _____

7. Work Hours

The Contractor will start work 7:00 am. All work in the reservation must be completed before 3:00 pm each day. There will be no contract work performed in the parks on holidays or weekends without the approval of the Reservation Site Supervisor. The Contractor must submit a request five (5) days in advance to obtain approval.

8. Weekly Reports and Walkthroughs

The contractor will perform a site walk through twice a month and deliver reports by hand or fax (617.349.6616) to the Reservation Site Supervisor no later than 1:00PM on Thursday of each month.

The report must include information about work performed that week and the week previous.

The weekly report should include an itinerary and work schedule for the coming week.

An example of the required report can be found in Appendix D.

Scope of Services

The Landscape Maintenance Contract will be under the direction of the Watershed Manager through the Reservation Site Supervisor or other representative. The Reservation Site Supervisor will make any changes or instruct the Contractor if he/she sees any improprieties or deviations during the landscape maintenance contract period.

All landscape maintenance will be done with care, safety and professionalism. The turf, trees, shrubs and perennials are living species and will not withstand improper handling.

Description of Work

Care and Protection of Property

The contractor must be aware that Fresh Pond Reservation as well as Hobbs Brook, Stony Brook and Payson Park Reservoirs are water supply protection areas. Any maintenance activities performed in these areas must be performed with the utmost care.

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, the property shall be restored to a condition equal to that existing before the damage occurred, at the Contractor's expense. The contractor will immediately notify the Site Supervisor and report all accidents or damages to persons or public or private property.

Safety Standards

All work shall be done in a safe and professional manner, in compliance with the rules and regulations of the Division of Industrial Safety, and all other City, State and Federal agencies and authorities having jurisdiction of the types of work included in this Contract.

Professional standards

This landscape maintenance contract will be under the supervision of a Massachusetts Certified Landscape Professional currently employed by the bidder. The M.C.L.P. listed must have current certification and be a member in good standing.

All fertilizer or pesticide applications must be done by a Massachusetts Licensed Pesticide Applicator. Applicator must have current license with the appropriate category for the product being applied.

All plant health care work must be performed by a MCA or ISA certified arborist.

Warning Devices

The Contractor shall mark off, post and restrict work area access as necessary from the public by providing, erecting and maintaining all barricade-warning signs, guards or other protection as required and in the MUTCD or the safe execution of this Contract, and shall remove them upon completion of the work. When working on or alongside any public way or street employees must wear yellow or orange safety vests

Access

The Contractor shall maintain safe access to adjacent buildings and property throughout the landscape maintenance period.

Time Table

Contract shall commence upon May 30, 2011.

Spring clean up and Preparations shall commence as soon as weather permits and shall be completed by last week of April.

Weekly mowing and maintenance tasks shall commence as soon as weather permits or on the third week of April and be completed second week of November for a period of thirty-one (31) weeks.

Fall clean up shall commence November 1 and be completed December 31.

All maintenance-particularly weekly mowing-shall be completed so as not to interfere with scheduled events. The Site Supervisor shall notify the contractor in advance of all such scheduled events.

Weekly mowing will occur on day set by Reservation Site Supervisor.

The Reservation Site Supervisor may adjust this timetable with written notification as weather dictates or other circumstances warrant with supplemental Unit Pricing governing any additions or deletions.

All street sweeping and etc. must be scheduled within five workdays from the time of request. All supplemental unit pricing work, time and materials unit pricing work or subcontracted work such contacted by the CWD.

All Snow removal equipment and personal must be made available **and be on site within 12 hours of request no matter what time of day.**

Name of Bidder: _____

Seasonal Limitations

Planting or slice seeding shall only be done during spring planting season (April-June) or fall planting season (September-November) as directed by Reservation Site Supervisor.

No work will be performed when the ground is saturated to field capacity, frosted or frozen.

Personnel

Contractor shall employ only personnel familiar and competent with at least one year of landscape maintenance and landscape installation experience.

A two person landscape maintenance crew consisting of a foreman and skilled laborer will be assigned to Fresh Pond during the length of the contract. This crew will perform day to day landscape maintenance such as weeding, mowing, litter pick up watering etc.

At no time while engaged in work as part of this contract shall any employee of the contractor use profane language.

At no time while engaged in work as part of this contract shall any employee of the contractor address any person they encounter at any park or other municipal area in any manner other than complete politeness. Any question or direction received by any person in any park by a contractor's employee shall politely refer them to the Site Supervisor.

Contractor shall provide and guarantee usage of proper projective safety equipment including but not limited to ear protection, eye protection, steel tipped boots, hard hats and safety vests.

If is determined by the Reservation Site Supervisor or his representative that an individual is performing work that appears to be un-safe, incompetent, disorderly or otherwise unsatisfactory, that person shall be removed from the work site and shall not again be assigned to work in Cambridge under the contract except with the consent of the Reservation Site Supervisor.

Uniforms

Contractors are required to ensure that their employees are neat and tidy and outfitted in a standard matching uniform with the contractor's name on it.

A standard uniform will consist of all employees on site have matching shirts and pants.

According to Cambridge Water Department Policy, shirts and boots must be worn at all times and shorts, tank tops and sneakers are not acceptable forms of clothing to be worn during landscape maintenance activities.

Communications

The Contractor will provide to the Reservation Site Supervisor, and working supervisor mobile direct connect/cellular phones to be used for communication during the length of the contract.

The Contractor shall respond to the Reservation Site Supervisor within sixty (60) minutes of being called or otherwise contacted.

The Contractor, his representative, or office must have "Field Communications" with radios or phones with each crew they have working in the city at all times.

The Contractor shall assign a foreman that shall supervise all work crews. The foreman is required to communicate clearly and in a professional manner to the Reservation Site Supervisor and to the general public.

Materials

Substitutions

Substitutions will not be permitted. If, however, proof is submitted that specified material is not obtainable or does not meet requirements of Specification, use of closest variety will be considered. Substitutions other than specified may be used at no increase in cost to the City. Proposed substitutions must receive the **written approval of Reservation Site Supervisor**. When sources for materials or plants are located by the Reservation site supervisor, there will be no substitutions and those sources will be used.

Fertilizers

All weekly mowed areas (**except Payson Park Reservoir, Stony Brook Dam and Winter Street Dam**) will be fertilized (**see Appendix A for areas to be fertilized**)

The City will provide all fertilizer material.

The application of all fertilizers shall be by a Massachusetts Licensed Applicator in compliance with the City of Cambridge's Chemical and Pesticide Policy and/or all requirements of the State of Massachusetts.

All "Posting" required by State and City regulation will be performed in a timely manner by the contractor.

Turf fertilizer will be applied using a rotary-type spreader.

After application of material, all empty bags used on site will be given to the Reservation Site Supervisor.

Lime

The City will provide all lime.

All weekly mowed areas (**except Payson Park Reservoir, Stony Brook Dam and Winter Street Dam**) will be limed (**see Appendix A**)

Ground dolomitic agricultural limestone will contain not less than eighty-five percent (85%) total carbonates with less than ninety-five percent passing a 100-mesh screen.

Empty bags used on site will be returned to the Reservation Site Supervisor.

Without the availability of a soil test, lime will be applied once in the fall at a rate of fifty (50) pounds per 1000 square feet.

Mulch

All currently mulched tree wells and defined planting beds at the Water Treatment Plant, Kingsley Park, Maher Park, Water Treatment Pant, Golf Course Pro Shop, pro shop and Payson Park will be mulched. At Lusitania Meadow and the Butterfly Meadow only defined beds will be mulched. Mulch for plant beds shall be an aged bark and compost blend such as Ipswich/black Forest 50-50 (or equivalent) produced by Agresource Compost of Amesbury, MA (see Appendix G for specifications).

Compost shall be derived from organic wastes including clean ground wood leaf, yard residues, and bark. The product will be well composted using specialized windrow turning equipment such that the compost is free of viable weed seeds.

A two-pound (2lb) mulch sample will be provided to the Reservation Site Supervisor for approval two weeks prior to installation.

Seed -The City will provide all seed.

Loam

The contractor will provide loam for the filling of any holes, divots or plow damage that has occurred or does occur during the length of the contract.

The soil texture shall be sandy loam based on the USDA Textural Classification System. The soil shall contain 70% sand by weight. No more than 3% of the soil medium shall be gravel greater than 2 mm in diameter. Soil shall have acidity with a pH range of 5.8 to 7.0.

The soil shall contain no more than 10% or less than 4% organic matter by weight determined by loss or ignition method.

The soil shall contain less then 10% clay by weight.

Plant Material and Plant Material Replacement

The contractor shall complete plant material replacements with plants purchased by the city. All trees and shrubs are to be planted and staked according to industry standards.

Maintenance Method

Personnel familiar with planting procedures shall perform all landscape maintenance.

Work Items required for Maintenance of Shrubs, Ground Cover and Perennial Planting.

The Contractor will be responsible for furnishing all labor and materials necessary to provide complete and continuous maintenance of shrubs, ground cover, and perennial plantings in order to keep them in healthy growing condition as specified herein. The scope of work shall include the properties as indicated on the enclosed site plans.

The following is a list of work items in which the contractor will be required to carry out:

- Initial site visit and report
- Providing a seasonal schedule of work.
- Providing reports every two weeks.
- Reservation Plant Health care program
- Reservation Wetland/meadow Maintenance Program
- Meetings with Reservation Site Supervisor
- Spring clean ups.
- Weekly weeding of facility grounds
- Weekly weeding of Maher park
- Weekly weeding of Lusitania meadow and the Butterfly meadow
- Weekly weeding of bikeway planting areas
- Weekly Litter pick-up and disposal
- Weekly emptying and lining of trash cans at Fresh Pond Reservation and Payson Park
- Consolidating and/or removing all unwanted plant material or debris to an offsite location
- Pruning as required or directed
- Mowing, trimming and edging on a weekly basis at specified heights.
- Fall clean ups
- Irrigation system turn on and blow down
- Aeration
- Slice seeding
- Performing all work by required dates as outlined.
- Lime and fertilizing specified areas by required dates
- Maintenance of herbaceous plants
- Landscape maintenance of Payson Park Reservoir
- Landscape maintenance of Stony Brook Dam
- Landscape maintenance of Winter Street Dam
- Twice yearly Flail mowing at Winter street Dam, Stony Brook Dam, and Trapelo road Dam
- Landscape maintenance at Golf course pro shop
- Installing plant material as needed
- Installation of mulch on reservation grounds
- Installation of mulch on bikeway planting areas
- Weekly sweeping of all concrete, paved and aggregate paths
- Trimming fence lines at required areas

Site Familiarization

The Contractor shall fully inform him or herself of existing site conditions before submitting his or her bid, and shall be responsible for carrying out all work required to properly execute the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

The Contractor shall closely inspect the plant materials on the site and become familiar with plant types and locations.

Qualifications and Staffing

It is required that the Contractor's crew assigned to the Reservation remains constant throughout the maintenance period. In submitting a bid, the Contractor shall indicate the personnel he/she is intending to use and other requested information using the forms provided in the bid proposal section.

Contractor shall own and maintain all equipment needed to perform landscape maintenance to standards outlined these maintenance specifications.

Initial Site Visit and Report

At the initiation of the maintenance program, on May 30,2011. The Contractor and the Reservation Site Supervisor shall meet and walk the site to determine the condition of all plant materials and of any other related items covered under this Section of the Specifications. There shall be a mandatory two hour orientation meeting for the contract representative and the two person grounds maintenance crew before regular maintenance starts.

The Contractor shall submit a written report to the Reservation Site Supervisor describing observations and conclusions made during the site walk. This report should include any recommendations for any additional work or modifications to the work as outlined in these. This report shall also include any costs associated with these recommendations. Based on the contractor's report, or any special conditions that may arise, this Schedule may be modified by the Reservation Site Supervisor or his/her representative.

Site visits with reservation site supervisor

The contract supervisor shall schedule a walk-through of the site with the Reservation Site Supervisor every two weeks to inspect the quality of the work being performed, to discuss any issues, and discuss any changes to the current maintenance practices that may be required.

The site visit will be summarized in a field report by the contract supervisor and submitted to the Reservation Site Supervisor. The Contractor under the direction of the Reservation Site Supervisor shall carry out any changes in current practices described and approved by the Reservation Site Supervisor.

Reports and Scheduling

The Contractor shall be responsible for providing to the Reservation Site Supervisor weekly summary and a schedule for the following week. These reports shall be delivered or faxed (617-349-6616) to the Watershed Division office by 1:00 PM on Thursday of each week.

Weekly reports shall include the following information:

The title, name of person making report, time period covered in the report, and the date of submission on the cover.

Weekly work sheets showing labor-hours, materials, supplies and machinery that were used in the Reservation.

Documentation of the performance of all routine tasks as described in this section of the specifications i.e. soil testing, re-mulching, watering, weeding and edging, pruning, maintenance of herbaceous plants, etc.

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Description of any conditions that may be affecting the intended visual quality of the plant materials i.e. death, damage or decline in any plant growth, disease or pest problems, effects of excess or lack of adequate water.

Any situation identified as requiring monitoring by the Reservation Site Supervisor shall be documented.

Recommendations for additional maintenance procedures that may be required, the associated costs, or changes to the current procedures being performed.

Conditions of Reservation Equipment and Systems.

The Contractor shall list when Reservation equipment and systems are in need of maintenance or vandalism has occurred or any hazardous condition that may exist.

Work Hours

All work shall be performed on weekdays only. Weekend work must have prior approval of the Reservation Site Supervisor (with the exception of emergency work).

Work will not be performed during any City holiday without the permission of the Reservation Site Supervisor (with the exception of emergency work).

Work shall begin at the hour of **7:00 a.m. and finish by 3:00 p.m.** Variations in work hours and days must be approved by the Reservation Site Supervisor (with the exception of emergency work).

The work of the Landscape Maintenance Contractor shall not interfere with the use of the Reservation at any time unless with approval of the Reservation Site Supervisor.

Vehicular access to the Site

Under no circumstances shall contractor's trucks enter the Reservation pathways without the approval of the Reservation Site Supervisor.

Under no circumstances shall any vehicle or equipment drive on the surface of Payson Park Reservoir without a weight check and approval by the Reservation Site Supervisor.

If it is found that a contractor's truck has driven on any turf grass area or stabilized aggregate path, the contractor will held completely responsible for all damages.

Emergency Site Visits

In the event that any aspect of the maintenance contract requires immediate attention, the Contractor shall be available to respond to a call from the Reservation Site Supervisor during the week within (12 hours.)

Name of Bidder: _____

Irrigation Monitoring and Watering

In the event that the irrigation system is providing inadequate or excessive water coverage, the Contractor shall notify the Reservation Site Supervisor.

Irrigation Start up, Winterization

The contractor is responsible for the start up and winterization of five separate irrigation systems on the Reservation. Work will include installation and removal of three backflow devices as well as the winterization of one outdoor booster pump, three outdoor garden spigots and one water fountain at Maher Park.

Spring start up will be completed as soon as weather permits.

The **Water Treatment Plant** is watered by a TORO irrigation system that consists of an indoor clock, booster pump, twenty-three zones and five quick connect valves.

Maher Park is watered by a Hunter irrigation system that consists of an outdoor clock, fourteen zones, three back flow devices, booster pump, drinking water fountain, 4 Quick Connect valves, and three outdoor garden spigots.

Neville Place Garden is watered by a Hunter drip irrigation system that consists of an outdoor battery powered clock.

Mayor Russell Bridge has a Hunter drip irrigation system that consists of an indoor clock, meter and a backflow device.

DCR Parkway rotaries consist of a rain bird clock with two zones, one backflow device, and meter.

Weeding and Edging

Planting beds shall be neat in appearance and maintained to defined boundaries. **All Plant beds, tree wells and mulched areas at the, Water Treatment Plant, Kingsley Park, Maher Park, Parkway Panting areas, Lusitania Meadow , Butterfly Meadow, Golf course pro shop , pro shop flexipave patio area shall be kept weed free on a weekly basis except, at Payson Park Reservoir. Payson Park Reservoir will be weeded when the grass is mowed.** Weeds shall be removed manually by pulling up by the roots. No chemical means or machinery shall be used unless approved by the Reservation Site Supervisor.

Contractor must be aware that an extensive amount of native shrubs, plants and ornamental grasses were planted on Reservation grounds. Only people with excellent plant identification skills will be used for weeding.

Contractor will be held responsible for plants damaged or removed during weeding.

The Contractor will dispose of clippings and debris from weeding and edging.

Contractor shall not use the public trash receptacles located throughout the site for disposal of materials or debris generated by maintenance activities.

Creating and maintaining mulch beds with a string trimmer is not acceptable.

Beds will be edged by hand or mechanical means.

Mulching Trees and Shrub Beds

Mulch material placed around trees and in planting beds shall be maintained at a depth of 2-3" in planting saucers. Mulch shall be replaced or added to during the spring as necessary to maintain required mulch levels. Throughout the growing season and especially during the period of leaf removal, the mulch shall be replenished as often as necessary to maintain it at the required depth. The spring application of mulch will be applied with a direct-delivery bark mulch blower system.

Spring mulching will be 100% completed by the third week of April.

In order to provide uniform mulch cover and visual consistency throughout the site, the following procedures shall be employed with regard to mulching work at trees, shrubs perennials and groundcovers:

On or around April 15, the Contractor will cultivate the top 1" of the existing mulch at all tree, shrub, perennial and groundcover locations taking care not to damage surface roots. Additional mulch will be added as required to provide a uniform 2-3 inches maximum mulch depth. The mulch shall not be any deeper than one and one half inches (1 1/2").

Following the cultivation and addition of mulch at each plant bed, the resultant mulch surface shall be level with the adjacent lawn surface.

The Contractor shall remove all particles of mulch from adjacent paved surfaces, lawn and foliage of plants. Care shall be taken not to mound mulch up around the basal stems of the plant. No mulch shall be located within 6" of the base of any tree trunk or shrub.

Once a month from May 1 to November 1 or as often as necessary the upper surface of the mulch shall be lightly raked to bring bark particles to the surface and to break up any crust forming on the surface.

Pruning of Shrubs

Shrubs shall be pruned up to three (3) times a year in accordance with the American Nurserymen's Association and under the direction of the **Reservation Site Supervisor**.

Pruning of shrubs will take place at the following locations:

Facility grounds

Weir Meadow bioswale

Bikeway planting areas

Maher Park

Lusitania Meadow

Butterfly Meadow

Golf Course pro shop

Golf course pro shop flexi pave patio area

Payson Park Reservoir

Pruning shall be done in a manner that promotes the shrub or vine to grow in a form characteristic of its species. In addition, pruning shall foster the formation of shrub masses rather than separate shrubs individually.

Under no circumstances shall shrubs be sheared unless a formal appearance is desired and is approved by the Reservation Site Supervisor.

Cuts shall always be made just above an outward facing bud, shoot or opposite buds so that the resulting shoots will be well placed in relation to other new growth on the plant.

All cut material shall be disposed off site by the Planting Maintenance Contractor.

All dead and broken branches or branches that are discolored and detract from the visual quality of the plant shall be correctly removed immediately without waiting for approval from Reservation Site Supervisor.

All non-desirable brush, thorns, brambles, vines and weeds, etc. shall be removed as directed by the Reservation Site Supervisor.

The Contractor shall notify the Reservation Site Supervisor three days prior to commencing any pruning. The Reservation Site Supervisor shall meet with the Planting Maintenance Contractor to review the pruning that is to be done. **No pruning shall commence without approval of the Reservation Site Supervisor.**

At Payson Park Reservoir, pruning will include shrubs and small trees with a clipper.

Spring Clean Up

Spring clean up will occur at the following locations:

Water Treatment Facility

Kingsley Park

Huron Avenue

Maher Park

Golf Course Pro Shop

Golf course pro shop patio area

Payson Park

Bikeway planting areas

Blanchard Road sidewalk

Concord Avenue sidewalk

Huron Avenue sidewalk

Department of Conservation & Recreation Rotaries

Name of Bidder: _____

Stony Brook Reservoir barn

The facility grounds, Kingsley Park, Huron Avenue, Maher Park, Golf Course pro shop, Payson Park, DCR rotaries and Bikeway planting areas shall be cleaned and prepared as early as weather permits and completed by the third week in April. **(Appendix A, B).**

On Department of Conservation & Recreation land the spring clean up is the turf area from the Concord Avenue Rotary to Huron Avenue from the Parkway curb to the wood edge of the Reservation.

The Department of Conservation & Recreation Rotaries includes all of the turf within the Concord Avenue and Sozio Rotaries, also included are the small turf triangles abutting each rotary

Spring clean up shall include the following:

The pickup, removal, and disposal offsite of all trash and liter including but not limited to; leaves, sticks, sand, branches, stones, paper, cans, animal feces, litter, trash, etc.

All fence lines should be string cut and all saplings within fence lines shall be removed.

The sweeping or vacuuming of all hard surfaces including but not limited to; walks, stone dust areas, flexipave patio ,driveways, sidewalks, adjacent gutters, etc. at or directly adjacent to every sited area.

The filling of all depressions, ruts, holes in all turf areas to include the fields and active and passive areas to safe and proper existing matching grades with rolled or tamped loam and then seeded.

The City will provide seed and the contractor will provide loam.

Initial mowing of the entire grounds at Payson Park Reservoir.

The Contractor shall report vandalism immediately to the Reservation Site Supervisor.

Removing of Winterkill

In mid-April or as directed by Reservation Site Supervisor, the Contractor shall remove all dead and damaged growth on all trees and shrubs. Once the work has been started, it should be completed within the week.

The Contractor shall remove any broken branches caused by storms immediately and report this damage to the Reservation Site Supervisor.

Mowing

The Contractor is responsible for mowing all turf grass areas to include: lawns, fields, slopes, swales and any other grasses. The Treatment Facility, Kingsley Park, Alewife Brook Parkway, DCR Rotaries, and Maher Park will be mowed weekly. Payson Park Reservoir, Stony Brook Reservoir, and Hobbs Brook Reservoir will be mowed according to schedule. Mowed areas are as following:

Treatment facility turf areas as shown (Appendix A)

Kingsley Park /Huron Avenue turf areas as shown (Appendix A)

Parkway turf areas as shown (Appendix A)

Maher Park turf areas as shown (Appendix A)

Payson Park grass as shown (Appendix D)

Stony Brook Dam turf areas as shown (Appendix E)

Winter street Dam turf areas as shown (Appendix F)

Department of Conservation & Recreation land from the Concord Avenue Rotary to Huron Avenue from the Area Parkway curb to the wood edge of the Reservation.

Department of Conservation & Recreation rotaries are at the intersection of Alewife brook parkway and Concord Avenue (Concord Avenue Rotary),and at the intersection of Alewife brook parkway and New street (Sozio Rotary).

Weather permitting, weekly mowing is to be completed on the same day each and every week. The Reservation Site Supervisor will determine the best day of week for mowing.

All litter, including but not limited to sticks, branches, stones, paper, cans, litter, feces, balls, etc. on, at, in, around, adjacent to and under or over as the case may be, is to be picked up, bagged and removed prior to all mowing and maintenance.

Under no circumstances will litter be mowed.

Mowing shall be completed in a manner so as to avoid skips, clumping, scalping or other damage to turf grass, trees, shrubs or other park features.

Turf grass areas will not be cut when frost is present, the ground is muddy or frozen, or it is raining.

Mowing heights will vary from 2.5" to 3.5" during the growing season. Reservation Site Supervisor will inform the contractor the desired mowing height for each particular time period.

Contractors will insure that machine blades are sharpened once a week.

All turf grass at the Water Treatment Facility and Maher Park will be mowed with a mulching deck (not bagged).

Mowing of all other areas will be done using a side discharge deck. Mowing will be done in a manner to produce a neat striped appearance.

Mowing of each DCR rotary includes the three turf triangles in close proximity to each rotary.

Annual Dam Flail mowing

Contractor or subcontractor shall own or lease a boom style flail mower mounted on a four wheel drive tractor, backhoe or excavator. Boom shall be able to reach from 22'-25'. Boom cutting head shall be capable of cutting a 1"-5" branch.

The contractor is responsible for cutting brush growing from rip rap at the top and at the base of the following Dams.

Stony Brook Dam; top of dam, base of dam and access road

Winter Street Dam; (Reservoir Side) starting from 475 Winter Street (Reservoir plaza and ending at 830 Winter Street (Waltham woods office complex) from top of dam to water's edge. At base of dam brush will be cut on either side of emergency spillway up to the wood edge.

Trapelo Road dam; brush will be cut on either side of road down to the water's edge. Brush will be cut to a height of 4"-5" The Cambridge Water Department will provide a police detail for road work if needed.

Flail mowing will occur twice each year **Once in June and once in November** (to be scheduled by the CWD)

Fertilization and Liming

Weekly mown turf grass areas including the DCR rotaries will be fertilized three (3) times during the maintenance contract (**See Appendix A for turf areas to be fertilized**). Reservation Site Supervisor may modify the schedule for any reason.

Spring fertilizer applications will occur the end of April.

Summer fertilizer applications will occur the third week of July.

Fall fertilizer applications will occur the second week of September.

The Contractor will put down lime once a year dependant on soil test results. During last two weeks of November. **The City will provide all fertilizer and lime.**

Trimming and String Cutting

Trimming and string cutting shall be done weekly on the same day mowing occurs, in order to attain a clean and neat appearance.

All areas on, in, at, around, adjacent to, under, or overhead as the case may be, to include: fence lines, benches, barrel holders, gates, posts, buildings, beds, walls, walks, curbing, signage, trees, play equipment, fixed objects, embankments swales, hatches, tree wells or any other areas where weeds and tall grasses exist shall be trimmed.

**File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM**

Extreme care shall be exercised not to scalp lawn or other area and not to girdle or damage the stems of trees, shrubs and flowers.

Sweeping and Vacuuming of Sidewalks/Concrete platforms

All hard surfaces, including but not limited to: walks, stone dust areas, driveways, sidewalks, etc. at or directly adjacent to every site are to be swept or vacuumed one time a week when mowing is performed. **Payson Park will be swept when the grass is mowed.**

Due to the large volume of material that is present in city sewer pipes, under no circumstances shall any debris be blown onto the street, towards or down catch basins.

Trash and Litter Pick –Up and Disposal

Litter is defined as debris, both organic and inorganic that is on, in, at, around, adjacent to, under, or overhead as the case may be in the reservation and requires collection and disposal.

Trash is defined as litter that has been collected in barrels, bags, baskets, etc. or other containers in a certain area with the intent of further disposal off site.

Litter and trash collection and disposal will begin the first week of April, and end the last week of December.

All litter will be removed manually or with a walk behind vacuum, under no circumstances shall litter be mowed and bagged or blown into wooded areas.

Litter will be removed from all mulched beds, tree wells, or mown turf areas weekly when mowing occurs (**except at Payson Park Reservoir**). At Maher Park, litter shall be removed from the whole length of Concord Avenue sidewalk starting from Blanchard Road and ending at the Concord Avenue Rotary.

When weeding at the Golf Course Pro Shop, litter will be removed from planting beds and along Blanchard Road. At Payson Park Reservoir, litter will be removed from the entire grounds when the grass is mowed.

Emptying and lining of trash cans

Contractor is responsible for emptying and lining of all trash cans at Fresh Pond Reservation (approximately 32), Trash cans and recycling bins at Maher Park (approximately 5) and trash cans at Payson Park Reservoir (approximately 4). Cans will be emptied, securely lined with a plastic liner (supplied by the water department) and disposed of in a dumpster at the Water treatment Facility. While the trash cans are being emptied the landscape worker shall refill the mutt mitt dispensers (approximately 8) located around the reservation. Contractor shall use a utility vehicle to perform all trash disposal work while at Fresh Pond. The trash cans will be emptied according to the seasonal schedule listed below. If a scheduled trash day falls on a City holiday the cans will be emptied either the day before or the day after the holiday.

Fresh Pond Reservation

From May 1st to October 31st, Monday, Wednesday, and Friday.

From October 31st to May 1st, Monday and Friday

Payson Park Reservoir

Trash cans will be emptied twice a week on Monday and Friday throughout the year

Fence Line Cutting

Fence lines on Huron Avenue from Golf Course Pro shop to Blanchard Road, from Blanchard road to Concord Avenue, and along Concord Avenue ending at Alewife Brook Parkway will be trimmed.

Trimming includes shearing vegetation to fence line and removal of any trees, shrubs or vines growing through chain link fabric as well as any vegetation hanging below seven feet (7').

Slice Seeding

The City will provide all seed and starter fertilizer.

All turf areas, both passive and active, will be slice seeded, **except Payson Park Reservoir, Stony Brook Reservoir ,and Hobbs Brook Reservoir(See appendix A for areas to be slice seeded)**. Dependent upon turf conditions both DCR Rotaries may be slice seeded.

All sprinkler heads will be marked with flags by the city prior to slice seeding operations. In the event that the contractor during slice seeding operations damages a marked head, it is the responsibility of the contractor to repair or replace the damaged irrigation head.

All turf areas will be slice seeded twice, once during the last week of April and once during last week of September.

The blades on the slice seeder will be sharp and penetrate to a depth in the ground a minimum of ½"

Slice seeding will be done in two directions, with one pass being in a direction 90 degrees opposite from the first pass.

A tractor mounted slice seeder may be required for slice seeding on large turf areas.

An application of starter fertilizer will be applied immediately following slice seeding.

Reservation Site Supervisor may modify the slice-seeding schedule at his/her discretion.

Aeration and Dragging

All turf grass areas will be aerated, **except at Payson Park Reservoir, Stony Brook Reservoir, and Hobbs Brook Reservoir.** (See Appendix A for turf areas to be aerated).

Dependent upon turf conditions both DCR Rotaries may be aerated.

The City prior to aeration operations will mark all sprinkler heads with paint or flags. In the event that the contractor during aeration operations damages a marked head, it is the responsibility of the contractor to repair or replace the damaged irrigation head.

Turf area to be aerated should be wet- following rain or irrigation-to favor deeper penetration of tines.

Aeration of all turf grass areas will be performed twice, once in the second week of April and once in the second week of September.

The tines will be new and sharp with a minimum working depth of 3-4".

Aeration will be done in two directions, with one pass being in a direction 90 degrees opposite from the first pass.

A tractor-mounted PTO driven core aerator will be required for aeration on large turf areas. Cores should be allowed to dry before being dragged to encourage better break-up of cores.

All Turf grass areas will be dragged enough to completely break up all cores.

Reservation site Supervisor will approve the dimensions of tines.

Fall Clean Up

Fall clean up will take place at the following locations

Water Treatment Facility

Kingsley Park

Maher Park

Golf Course Pro Shop

Golf course pro shop patio area

Payson Park

Bikeway planting areas

Blanchard Road sidewalk

Concord Avenue sidewalk

Huron Avenue sidewalk

Department of Conservation & Recreation Rotaries

Stony Brook Reservoir barn

Fall clean up shall begin by the third week of November and continue on a weekly basis to be completed by the last week of December or as early as weather permits. All mown areas, mulched areas, and the inner courtyard adjacent to the vehicle garage will be included in the fall clean up. Department of Conservation and Recreation land extends from the parkway curb to the wood edge of the Reservation. All sidewalk leaf removal starts at the gutter line and ends at abutting chain link fence. Department of Conservation & Recreation rotaries are at the intersection of Alewife brook Parkway and Concord Avenue (Concord Avenue Rotary), and at the intersection of Alewife brook Parkway and New Street (Sozio Rotary).

All leaves should be collected and removed off site with a power leaf vacuum loader. All trash and litter should be bagged and disposed of site.

All hard areas, including but not limited to walks, grass mats, driveways, side walks, adjacent gutters, etc. at or directly adjacent to every sited, are to be swept or vacuumed clean.

All depressions, ruts, holes in all turf areas to include the fields and active and passive areas are to be filled to safe and proper existing matching grades with rolled or tamped loam and then seeded.

The City will provide seed, and the contractor will provide loam. Report any graffiti to the Reservation Site Supervisor immediately.

Reservation Plant Healthcare Program

Contractor must perform plant health care as part or primary source of business. Contractor must own or lease all required equipment. Equipment must be painted with company name and logo. Contractor must have performed plant health care for at least three years

The Plant Health Care Program will cover all plants, trees, and shrubs in the following areas:

Facility grounds

Weir Meadow Bioswale

Bikeway planting areas

Maher Park

Lusitania Meadow

Butterfly Meadow

Glacken Slope area

Blacks Nook restoration area

Little Fresh Pond

Stream C

The Plant Health Monitoring Program will consist of seven visits (to be scheduled) throughout the growing season; in April, May June, July, August, and September. A certified arborist or certified horticulturist must perform monitoring. Contractor will be responsible for inspecting all trees, shrubs and plants at the above locations.

Work will consist of the following: Plant health care visit with subsequent report on any pest or problems observed.

Treatment with horticultural oils, soaps or other approved pesticides if necessary.
Application of herbicides to control invasive plants as directed.

Plant Health care technician must be a licensed applicator with a commercial (woody ornamentals category 36 license) and at least three Years Experience. Technician must be certified in Micro tree injection (Mauget or equivalent)

Technician must come fully equipped with the following:

Truck mounted sprayer with 200 -400 gallon tank, 8-20hp motor, with pump capable of 20gpm and 500-600 psi.

Assorted spray nozzles, deep root feeder needle, horticultural oils, soaps, and antidesiccants.

Micro injection capsules and equipment

All additional plant health care work will be billed under the time and materials unit prices.

Wetland/Meadow Management Program

All wetland Management/meadow management work will be performed by New England Wildflower Society Personal (NEWFS) (Subcontractor) shall have a valid Massachusetts pesticide license and be able and experienced in stem/foliar applications of herbicides.

Wetland areas are located in the following areas:

Drainage swales along the front parking lot of the Walter J Sullivan

Water Treatment Facility

Kingsley Park

Weir Meadow

Lusitania Meadow

Constructed wetlands at Black's nook restoration area

Shoreline of little Fresh Pond

Drainage swale/bioretention basin at the golf course pro shop

The Wetland Management Program will consist of seven visits throughout the growing season. one(1) in May ,two(2) in June, two(2) in July one(1) in August and one(1) in September. Work will consist of the following:

Map existing resource areas and detail contents to compare with design intent and to track plant communities.

Provide subsequent written report for each visit.

Remove by hand or chemical means exotic and invasive species, including but not limited to purple loosestrife, Phragmites and water chestnut.

Remove any trash, debris, or obstructions.

Monitor both the plant and animal communities and advise reservation staff of future management needs.

Work will be performed by a two person crew of which one will be a licensed pesticide applicator.

Each site visit will involve eight hours of work or 16 man hours per visit.

Any additional work will be billed under the time and materials unit contract prices.

The CWD will provide aquatic herbicides if needed

**CONTRACTOR'S INSURANCE OBLIGATIONS - NON- CONSTRUCTION INSURANCE
REQUIREMENTS**

- A. The contractor agrees to indemnify and save the City of Cambridge, harmless against any and all damages, costs and expenses which it may suffer or pay out of reason of any claims, actions, rights of action, in law or equity, arising out of performance of the work and resulting from injuries or damage occurring to, or caused in whole or in part by the contractor mover and any of his/her officers, employees or representatives or firm directly or indirectly engaged in moving by the contractor.
- B. The contractor shall provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The insurance certificate must be written in the name of the City of Cambridge and its Engineer (CDM) as an Additional Named Insured in order to protect the interest of the City and it's Engineer from any liability which might be incurred against it as the result of any operation of the contractor, its subcontractors, or their employees.
- C. The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.
- D. Certificates must be presented to the City at the time the contract is signed by the Contractor.
- E. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.
- F. EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.
- G. NOTICE OF OCCURENCE is to be given to the City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Ma. 02139-3219.
- H. INSURANCE POLICIES MUST COVER THE ENTIRE CONTRACT PERIOD
 - 1. Owner's Protective Liability
 - Each Occurrence \$1,000,000
 - Aggregate \$1,000,000

- | | | |
|----|---|----------------------------|
| 2. | Commercial General Liability
General Aggregate | \$1,000,000 |
| | Products Completed Operations
Aggregate | \$1,000,000 |
| | Personal Injury and Advertising Limit
\$1,000,000
Each Occurrence | \$1,000,000 |
| 3. | Automotive For all owned, non-owned, hired and Leased Vehicles
Each Occurrence Combined Single Limit | \$1,000,000 |
| | - Or - | |
| | Bodily Injury - each person | \$1,000,000 |
| | - each accident | \$1,000,000 |
| | Property damage- each occurrence | \$ 500,000 |
| 4. | Umbrella
Combined single limit
General Aggregate | \$1,000,000
\$1,000,000 |
| 5. | Worker's Compensation
Coverage A | STATUTORY |
| | Coverage B Each Accident | \$ 100,000 |
| | Disease- Policy Limit | \$ 500,000 |
| | Disease- Employee | \$ 100,000 |
| 6. | Full Replacement Valuation for Damaged
or Missing Items No depreciation shall apply. | \$ 50,000 |
- I. The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the City of Cambridge in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The City of Cambridge must be an additional insured on any such umbrella policy. The City of Cambridge reserves the right, at its sole discretion, to amend the insurance requirements set forth above.
- J. Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof.

Mandatory Equipment List

The Contractor must own/ or has leased the following equipment and vehicles in order to be considered for award of contract. All gas powered Equipment and vehicles must be five years old or less.

The City reserves the right to inspect a Contractors 'inventory before making a bid award.

Amount	Equipment Description
	All required personal safety equipment required and approved by the city, the state, or OSHA.
	All required signs, traffic and pedestrian control devices as indicated in the Manual of Uniform Traffic Control Devices (MUTCD).
2	60" inch or larger Hydrostatic rotary ride on mowers
3	48"Hydrostatic rotary ride on mowers with mulching and discharge decks
1	48" propane powered hydrostatic riding mower with mulching and discharge deck
3	48" inch Hydrostatic walk-behind rotary mowers with mulching and discharge decks.
4	21" Inch rotary push mowers with mulching decks less than three years old
4	Gas powered string trimmers 25 cc minimum
4	Gas powered pruning shears 25 cc minimum
1	Gas powered brush saw 40 cc minimum
1	Water cannon
1	Truck or small trailer equipped with 200 gallons or greater watering tank 5-8hp
	Assorted hose, hydrant adapters, and sprinkler heads needed for manual watering
3	Tail gate Mount leaf loader minimum 11 hp
1	Tow behind leaf loader, minimum 25 HP
1	Riding power turf sweeper
3	Push blower, minimum 8 HP
4	Backpack blowers (Stihl br 500 reduced decibel) or equivalent
1	Walk behind slice seeder.
1	Walk behind aerator
3	½ ton pickup trucks less than five years old and painted with contractors name
1	40,000 GVW dump truck less than five years old and painted with contractors name

**File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM**

3	One-ton rack body dump trucks less than five years old and painted with contractor's name
3	Trailers of sufficient size to accommodate required equipment.
1	Truck or trailer mounted Bark Mulch Blower (with 4.5 cubic yard) or greater hopper capacity. Blower must be capable of applying compost/mulch blend.
1	Truck or trailer mounted Hydro seeder
1	Turf tractor, minimum 40-45 H.P. with a 20hp rear PTO, and hydraulics
1	Tractor mounted PTO driven aerator with a working core aeration depth of 3"-4" and a width of no less than 60"
1	utility vehicle mounted topdresser
1	Tractor mounted slice seeder with a working area of no less than 48"
1	Tractor mounted mowing deck with a 60" minimum cutting width
1	tractor mounted mowing deck with a 60" minimum cutting width: capable of cutting weeds & light brush
1	Tractor mounted large capacity rotary spreader
1	Truck mounted tree sprayer 200 gallon tank 8hp or greater 500-600psi Assorted plant health care equipment, spray gun, deep root feeder needle, micro injection supplies.
1	motorized turf sprayer with 15' boom
1	Ride on motorized fertilizer spreader with 150lb-200lb hopper capable of liquid and granular applications
3	80lb capacity rotary spreaders
1	walk-behind sod cutter
1	walk-behind sweeper/vacuum
1	Tractor or skid steer mounted hydraulic earth auger with up to a 36" bit
2	skid steer loaders
1	Walk behind brush cutter with 12hp engine and 27" deck
1	Walk behind sickle bar mower with 36" bar and 5hp engine
1	two stage hydraulic snow blower, 48" in width, for skid steer loader
1	snow plow for skid steer loader
1	utility vehicle with hydraulic dump body
1	Electric Utility vehicle (to be stationed on site)

Name of Bidder: _____

**File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM**

Payments

The Contractor will bill the Cambridge Water Department, Watershed Division, Attn: Vincent Falcione at 250 Fresh Pond Parkway, Cambridge, MA 02138 on a monthly basis for work outlined in the specifications and other work completed and authorized by the Site Supervisor in the previous month.

Only work outlined in the specification or with prior approval by the Site Supervisor will be billed.

Work outlined in the specifications that is not performed by the required date will not be submitted for payment.

Name of Bidder: _____

QUALITY REQUIREMENTS

A "NO" response, a failure to respond, or a failure to meet to any of the following Quality Requirements will result in a rejection of your bid (1-7)

Circle Yes or No for each of the following requirements

1. The Bidder's headquarters is no more than 25 miles from the Cambridge Water Department.

Yes No

2. Bidder has a minimum of five years experience in the area of grounds maintenance including turf grass, both passive sites, athletic fields, and proper maintenance of shrubs.

Yes No

3. Bidder has performed grounds maintenance for at least three municipalities, institutions or facilities of the same size and nature of the Cambridge Water Department.

Yes No

4. Bidder employs at least one Massachusetts Certified Landscape Professional who will oversee the contract.

Yes No

5. Bidder employs at least one certified Arborist or certified horticulturist who will oversee the Cambridge Water Department Plant Health Care operations.

Yes No

6. Bidder employs at least one plant health care technician who has a Category 36 commercial applicators license.

Yes No

7. Bidder can provide, upon request, proof of financial solvency.

Yes No

Submit this form with your bid.

Name of Bidder: _____

Bid Submission Requirements

Failure to submit documents requested with your bid may result in the determination that your bid is non responsive unless the City deems such a failure to be a minor informality (1-4).

1. The bidder shall submit with their bid references including telephone number and contact names from at least three customers for whom they have provided landscaping services same size and nature as the Landscape Maintenance Program for the Cambridge Water Department. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder and or that experience does not meet the Quality Requirements.
2. Bidder must submit evidence providing for a period of five (5) years for at least three customers park maintenance including turf grass both passive sites and athletic fields and proper maintenance of shrubs.
3. Bidder shall submit with their bid a typed list of all equipment owned and available for the performance of the contract by setting forth make, model, year and size. If leased provide lease agreement stating make model, year and size. The list shall include all equipment listed in the Mandatory Equipment list referenced on page 27 & 28 of this bid document.
4. Please submit the **requested information and resume** for each of the following individuals who will be assigned to the City of Cambridge Landscape Maintenance Program for the Water Department.

Massachusetts Certified Landscape Professional:

Name

MCLP number

Contact phone number

Certified Arborist or Certified Horticulturist for Plant Health Care Operations

Name

Certification number

Contact phone number

Continued on next page

Name of Bidder: _____

Pesticide Applicator

Name

Pesticide license category and number

Contact phone number

Plant Health Care Technician

Name

Pesticide License category and License Number

Submit this form and the bid submissions with your bid.

Name of Bidder: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Please submit with your bid a "Notarized" Statement of Bidder's Qualifications.

All questions must be answered and the data given must be clear and comprehensive. If necessary, responses may be submitted on attached sheets. Bidder may submit any additional supporting information if desired.

- The names and titles of all persons and parties interested in this proposal as principals are as follows (List first and last names in full. In the case of a corporation, list names of officers and directors; in the case of a partnership, list names of all partners.):

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- When organized?

- If a corporation, where incorporated?

- State the number of years the bidder has been engaged in municipal park maintenance under its present firm or trade name.

- List (up to five contracts) the largest park maintenance contracts for Massachusetts public agencies the bidder has performed in the last five (5) years.

Name of Agency	Contract Year(s)	Contract Value
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Bidder: _____

-
- State the general nature of work performed by the bidder.

-
- State whether or not the bidder has failed to complete any work awarded to it under its present firm or trade name. If yes, state the name of the client firm or agency, the type of contract, and the approximate date.

-
- State whether or not the bidder has defaulted on a park maintenance contract. If yes, state the name of the client firm or agency and the approximate date.

-
- List those suppliers the bidder may consider for the provision of bulk materials (e.g. mulch or loam), with respect to the "Specifications" included in these bid documents. (List supplier name and location, along with contact information.)

Supplier	Location	Contact Info
----------	----------	--------------

- State the name of the bidder's on-site project manager for the purposes of this proposed contract. Please indicate which, if any, of the park maintenance contracts listed above (largest Mass. public agency contracts of last five years) were managed by this person.

- List below the name(s) and address(es) of one or more banks that possess information enabling it to advise the City on the financial stability of the bidder.

Name of Institution	Contact Address/Phone
---------------------	-----------------------

Name of Bidder: _____

Price Proposal

The price shall be in accordance with the plans and specifications, including all labor and materials. The prices shall remain firm for the contract period, subject to additions and deductions according to the terms of the specifications. Any additions will not exceed 25% of the value of the contract. The pricing shall remain firm for the contract period.

In addition to submitting the Price Proposal all bidders must fill out and complete in its entirety the Appendix A Schedule of Values and Appendix B Supplemental Unit Prices.

The proposed price for Year One (2011)-**Landscape Maintenance Program for Cambridge Water Department**

Total Lump Sum Year One (Total Schedule of Values 2011)

The proposed price for Year Two (2012) **Landscape Maintenance Program for Cambridge Water Department**

Total Lump Sum Year Two (Total Schedule of Values Year 2012)

The proposed price for Year Two (2013) **Landscape Maintenance Program for Cambridge Water Department**

Total Lump Sum Year Three (Total Schedule of Values Year 2013)

Signature of Bidder: _____

Name of Bidder: _____

Email address: _____

Submit this form with your bid

**Appendix A- Schedule of Values – Bidders must submit a price on all items
(Items 1-67)**

Item	Description		Annual Price Year 2011	Annual Price Year 2012	Annual Price Year 2013
	Filtration Plant, Kingsley Park, and Huron Avenue Maintenance Program				
	Apply fertilizer (furnished by City) at rate of 1 pound N per 1000 SQFT.				
1	Spring (April through June)	Complete job	\$	\$	\$
2	Summer (July and August)	Complete job	\$	\$	\$
3	Fall (September through November)	Complete job	\$	\$	\$
4	Apply pelletized lime (furnished by City) rate of 50 pounds per 1000 SQFT.	Complete job	\$	\$	\$
5	Perform aeration and dragging of turf areas.	Complete job	\$	\$	\$
6	Slice seeding all turf areas (seed provided by City)	Complete job	\$	\$	\$
7	Weekly mowing and trimming	Complete job (31 cuts)	\$	\$	\$
8	Provide and install Premium compost/mulch	Complete job	\$	\$	\$
9	Weekly litter pick-up and trash removal (turf areas, mulched areas)	Complete job (31 times)	\$	\$	\$
10	Maintenance reports and site walkthrough (every two weeks)	Per report	\$	\$	\$
11	Spring clean up	Complete job	\$	\$	\$
12	Fall clean up	Complete job	\$	\$	\$
13	Weekly bed and tree well weeding	Complete job (31 visits)	\$	\$	\$
14	Tree/shrub pruning	Complete job	\$	\$	\$
15	Weekly sweeping or vacuuming of all sidewalks, paths, and concrete aprons. Parking lots not included	Complete job (31visits)	\$	\$	\$

File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM

	Maher Park/Northeast Sector/Concord Ave Maintenance Program		Annual Price Year 2011	Annual Price Year 2012	Annual Price Year 2013
16	Spring clean up	Complete job	\$	\$	\$
17	Fall clean up	Complete job	\$	\$	\$
	Apply fertilizer (furnished by City) at rate of 1 lb N per 1,000 SQFT				
18	Spring (April through June)	Complete job	\$	\$	\$
19	Summer (July and August)	Complete job	\$	\$	\$
20	Fall (September through November)	Complete job	\$	\$	\$
21	Apply pelletized lime (furnished by City) at a rate of 50 lbs per 1,000 SQFT	Complete job	\$	\$	\$
22	Perform aeration and dragging of turf areas	Complete job	\$	\$	\$
23	Slice seeding of all turf areas (seed provided by City)	Complete job	\$	\$	\$
24	Weekly sweeping/raking of parking lot and paths at Maher Park, Lusitania Meadow, and Butterfly Meadow	Complete job (31 visits)	\$	\$	\$
25	Weekly mowing and trimming of Maher Park	Complete job (31 visits)	\$	\$	\$
26	Provide and install compost/mulch	Complete job	\$	\$	\$
27	Weekly litter pick up & trash removal at Maher Park, Community Garden, Butterfly Meadow, Lusitania Meadow and Concord Avenue sidewalk.	Complete job (31 visits)	\$	\$	\$

File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM

Item	Description		Annual Price Year 2011	Annual Price Year 2012	Annual Price Year 2013
28	Small tree and shrub pruning at Maher Park, Community Garden, Butterfly Meadow, and Lusitania Meadow.	Complete job	\$	\$	\$
29	Weekly bed and tree well weeding at Maher Park, Community Garden, Butterfly Meadow, and Lusitania Meadow.	Complete job	\$	\$	\$
	Concord Avenue fence line trimming:				
30	Spring cut (May)	Complete job	\$	\$	\$
31	Summer cut (July)	Complete job	\$	\$	\$
32	Fall cut (August-September)	Complete job	\$	\$	\$
33	Winter cut (October-November)	Complete job	\$	\$	\$
34	Reservation wetland/meadow management program	Complete job (7 visits)	\$	\$	\$
35	Reservation Plant Health care Program	Complete job (7 visits)	\$	\$	\$
36	Weekly emptying and lining of trash cans at Fresh Pond Reservation/Maher Park	Complete job whole year	\$	\$	\$
	Payson Park Reservoir Maintenance				
37	Spring clean up	Complete job	\$	\$	\$
38	Provide and install compost/mulch	Complete job	\$	\$	\$
39	Fall clean up	Complete job	\$	\$	\$
40	Small tree/shrub pruning	Complete job	\$	\$	\$

Name of Bidder: _____

File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM

Item	Description		Annual Price Year 2011	Annual Price Year 2012	Annual Price Year 2013
41	Mowing/litter pick up outside fence	Complete job 14 times per year	\$	\$	\$
42	Mowing/litter pick up inside fence	Complete job 7 times per year	\$	\$	\$
43	Weekly emptying of and lining of trash cans at Payson Park Reservoir	Complete job whole year	\$	\$	\$
	Fresh Pond Golf Course Landscape Maintenance				
44	Spring clean up	Complete job	\$	\$	\$
45	Fall clean up	Complete job	\$	\$	\$
46	Provide and install compost/mulch	Complete job	\$	\$	\$
47	Small Tree/shrub pruning	Complete Job	\$	\$	\$
48	Weekly weeding	Complete job	\$	\$	\$
49	Weekly trash removal on Huron Avenue and Blanchard Road	Complete job	\$	\$	\$
50	Fence line brush cutting along Huron Avenue and Blanchard Road	Four Cuts	\$	\$	\$
51	Spring Cut (May)	Complete job	\$	\$	\$
52	Summer Cut (July)	Complete Job	\$	\$	\$
53	Fall Cut (August-September)	Complete Job	\$	\$	\$

Name of Bidder: _____

Item	Description		Annual Price Year 2011	Annual Price Year 2012	Annual Price Year 2013
54	Trapelo Road Dam flail mowing (June & November				
		June Cut	\$	\$	\$
		November cut	\$	\$	\$
	Hobbs Brook Dam Maintenance				
55	Spring mowing (May)	Complete Job	\$	\$	\$
56	Summer Mowing (July)	Complete Job	\$	\$	\$
57	Fall Mowing (August – September)	Complete Job	\$	\$	\$
58	Winter Mowing (October- November)	Complete Job	\$	\$	\$
59	Winter Street Dam Flail mowing (June & November)				
		June Cut	\$	\$	\$
		November Cut	\$	\$	\$
	Stony Brook Dam Maintenance				
60	Spring Mowing (May)	Complete Job	\$	\$	\$
61	Summer Mowing (July)	Complete Job	\$	\$	\$
62	Fall Mowing (August- September)	Complete Job	\$	\$	\$
63	Winter Mowing (October- November)	Complete Job	\$	\$	\$

File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
 Thursday, May 5, 2011 @ 11:00 AM

Item	Description		Annual Price 2011	Annual Price 2012	Annual Price 2013
64	Stony Brook Dam Flail mowing				
		June Cut	\$	\$	\$
		November Cut	\$	\$	\$
	Stoney Brook Barn Maintenance				
65	Spring Clean up	Complete job	\$	\$	\$
66	Fall Clean up	Complete job	\$	\$	\$
67	Barn Mowing	Complete job (14 times)	\$	\$	\$
	Total Annual Price for Maintenance Year (Items 1-67)		\$	\$	\$

Submit this form, (Appendix A) with your bid

Signature of Bidder: _____

Name of Bidder: _____

Appendix B Supplemental Unit Prices

Should certain additional work be requested, required, or should the quantities of certain classes of work be increased or decreased from the totals on which the Contract Sum is based, by order of approval of the Owner, the undersigned agrees that the following unit prices may be used as the basis of payment to him/her or credit to the Owner of such addition, increase, or decrease in the work as determined solely by the Owner.

Unit prices shall cover all costs, complete and in place and the prices given shall represent the exact amount per unit to be paid to the Maintenance Contractor (in the case of Additions or increases) or to be deducted from payments for work not performed or for work not completed as outlined in this contract to the Maintenance Contractor for landscape maintenance under the Base Bid refund to the Owner (in the case of Deductions or decreases). No additional adjustments will be allowed for overhead, profit, insurance, bond performance, or other direct or indirect expenses of the Maintenance Contractor or Subcontractor beyond the prices as listed.

For additions and deletions the unit price should be determined by the total areas of the site according to the specifications attached in the contract. Prices shall be per square foot, square yard, 1000 square feet, per job, per visit, per hour, per day or per plant. A written quote listing crew hours, materials and total price will be provided for any supplemental unit work.

All work requested requires a written quote with crew hours/rates, square footage and materials to be used. Invoices will state date and location of work performed.

All invoiced work will be based on work performed on site, the CWD does not pay travel time. Work must be scheduled within one week of contact by the CWD. Completion time must be acceptable to the CWD.

All snow/ice control equipment and personal must be made available within 12 hours of request.

Appendix B- Supplemental Unit Prices – Bidders must submit a price on all items.

ITEM	DESCRIPTION	UNIT PRICE	
	Landscape Personal and Equipment		
1	Three (3) person landscape crew with equipment		Per hour
			Per day
2	Two (2) person landscape crew with equipment		Per hour
			Per day
3	Landscape laborer		Per hour
			Per Day
4	Disposal of organic material		Per truck load
5	Landscape designer		Per hour
6	Hydro-seeder, seed/materials and operator		Per hour
			Per Day
7	Water truck with operator (minimum 200 gallon tank)		Per hour
			Per day
8	Skid steer loader with operator		Per hour
			Per day
9	Tractor mounted aerator with operator		Per hour
			Per day
10	Tractor mounted slice seeder with operator		Per hour
			Per day
11	Motorized turf sprayer with operator (15' boom)		Per Hour
			Per Day
12	Utility vehicle mounted top dresser with operator		Per hour
			Per day
13	Boom mounted flail mower with operator(price includes equipment drop off and pick up)		Per Hour Per day

ITEM	DESCRIPTION	UNIT PRICE	
	Plant Specialists		
14	Plant health Care Technician with category 36 license		Per hour
			Per day
15	NEWFS Wetland Management Technician		Per hour
			Per day
16	Licensed pesticide applicator		Per hour
			Per day
	Snow Removal Personnel and Equipment		
17	Operator with ¾ ton four wheel drive truck equipped with eight foot plow & truck mounted deicing pellet spreader		Per hour
			Per day
18	Operator with one-ton four-wheel-drive truck equipped with snow plow & sander		Per hour
			Per day
19	Operator with skid steer loader-equipped with hydraulically powered snow blower & snow plow		Per hour
			Per day
20	Laborer with pickup truck equipped to perform manual snow removal		Per hour
			Per day
21	Additional fertilizer applications to facility grounds, Parkway, Kingsley Park, Huron Avenue, Maher Park ,and DCR rotaries(fertilizer supplied by City)		Per application
	Furnish and install sod including sub grade preparation		
22	500 SQFT		Per square foot
23	More than 10,000		Per square foot
	Provide and install compost/mulch		
24	Less than 10 yards		Per yard
25	10 to 49 yards		Per yard
26	Over 49 yards		Per yard
27	Provide screened loam		Per yard

The City of Cambridge reserves the right to reject and negotiate any or all supplemental unit prices.

Signature of Bidder _____

Submit this form with your bid

Please note that the Contractor shall use the invoice format included in this package or a reasonable facsimile for submitting monthly pay requests to the City. A copy of the template in Microsoft Excel format is available from the Cambridge Water Department and is included in Appendix D of this document.

Name of Bidder: _____

**Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "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. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

Address

City

State

Zip Code

Submit this form with your bid

Name of Bidder: _____

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:

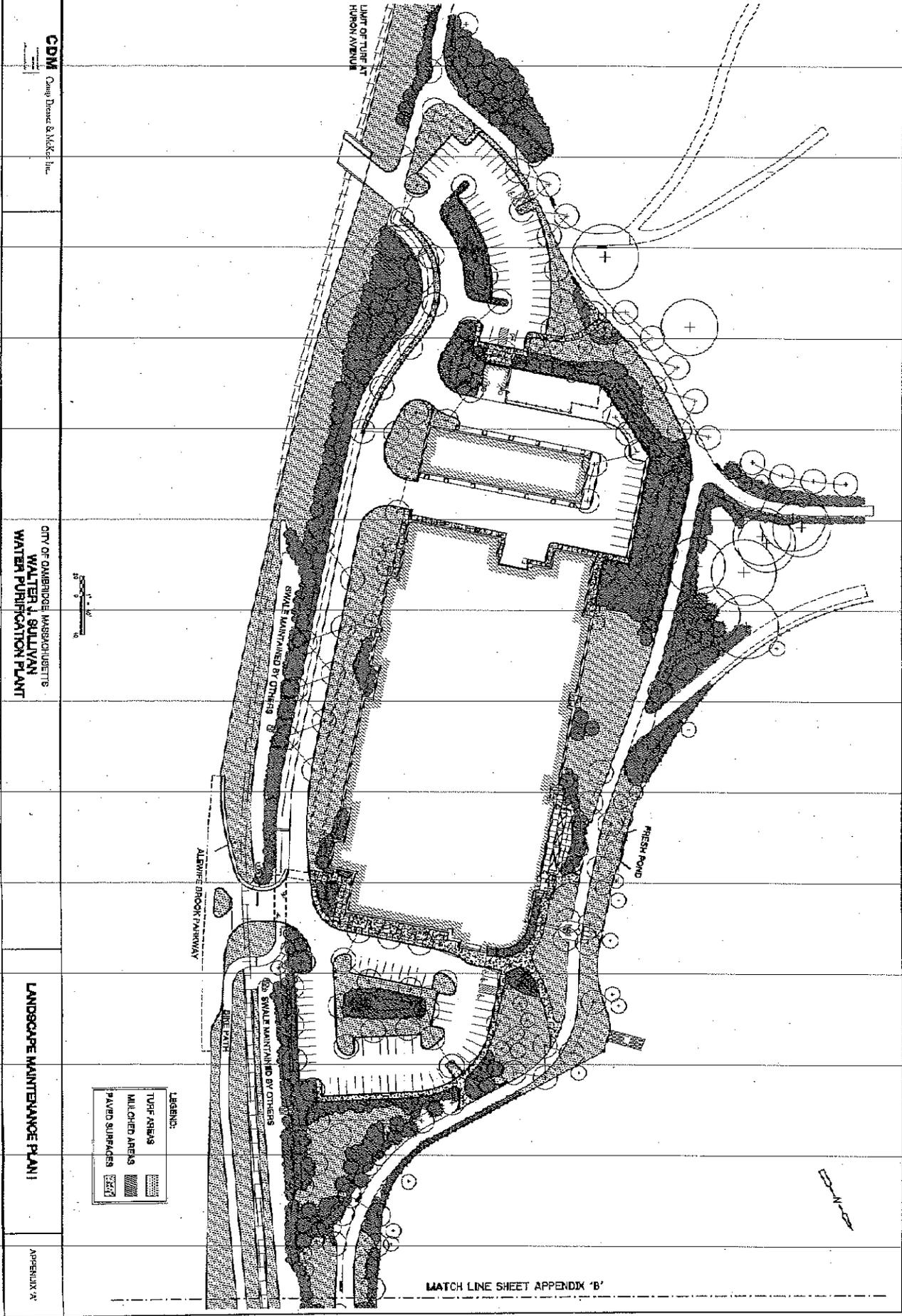
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's 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.

This form must be submitted with your bid

Name of Bidder: _____

Appendix A

Fresh Pond Reservation Maintenance Maps



CDM
Camp Dresser & McKee, Inc.

CITY OF OMBRIDGE MASSACHUSETTS
WALTER J. SULLIVAN
WATER PURIFICATION PLANT

LANDSCAPE MAINTENANCE PLAN I

APPENDIX 'A'

LEGEND:

	TURF AREAS
	MULCHED AREAS
	PAVED SURFACES

MATCH LINE SHEET APPENDIX 'B'

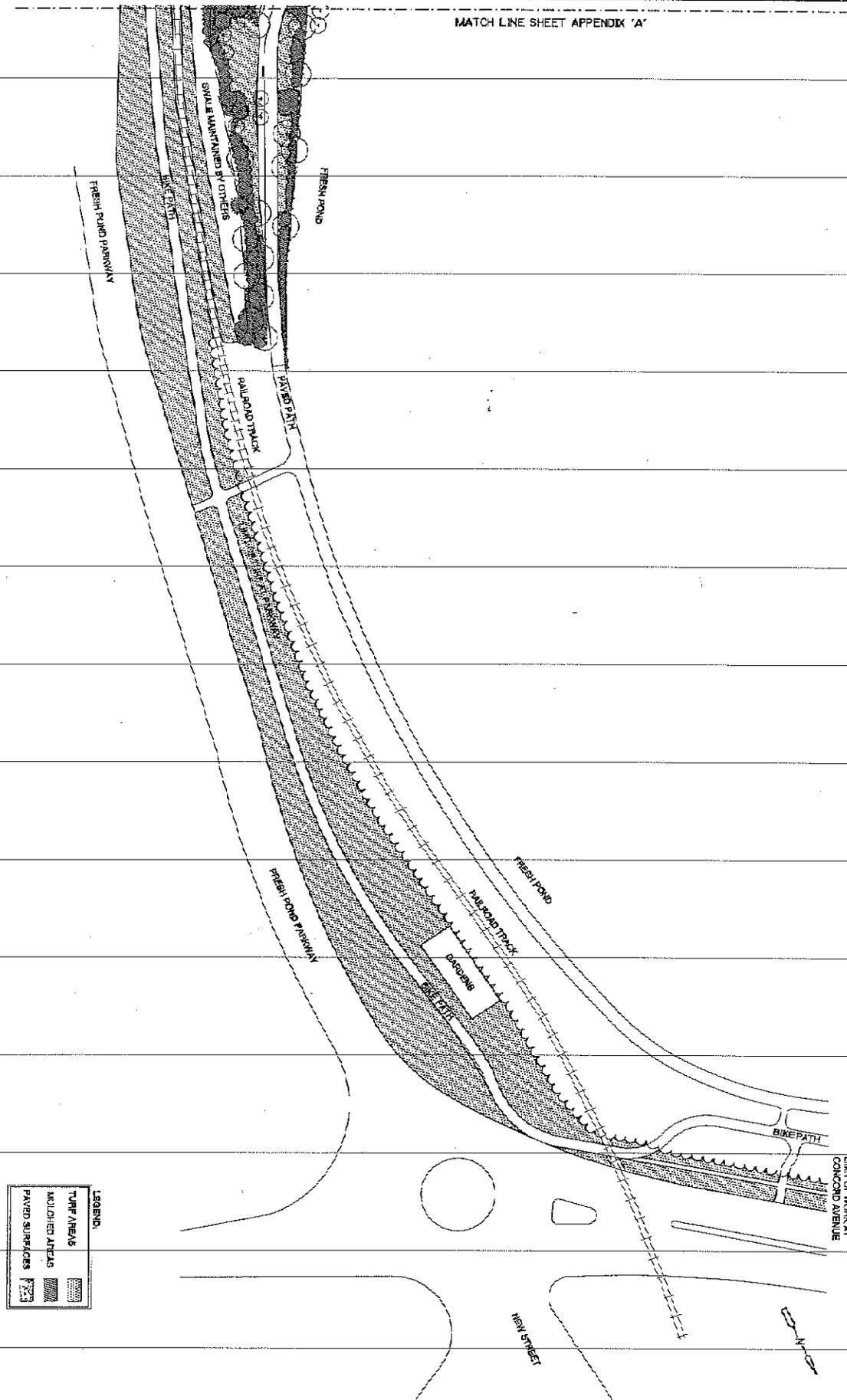
MATCH LINE SHEET APPENDIX 'A'

CDM
Camp Dresser & McKee, Inc.

CITY OF CAMBRIDGE, MASSACHUSETTS
WALTER J. SULLIVAN
WATER PURIFICATION PLANT

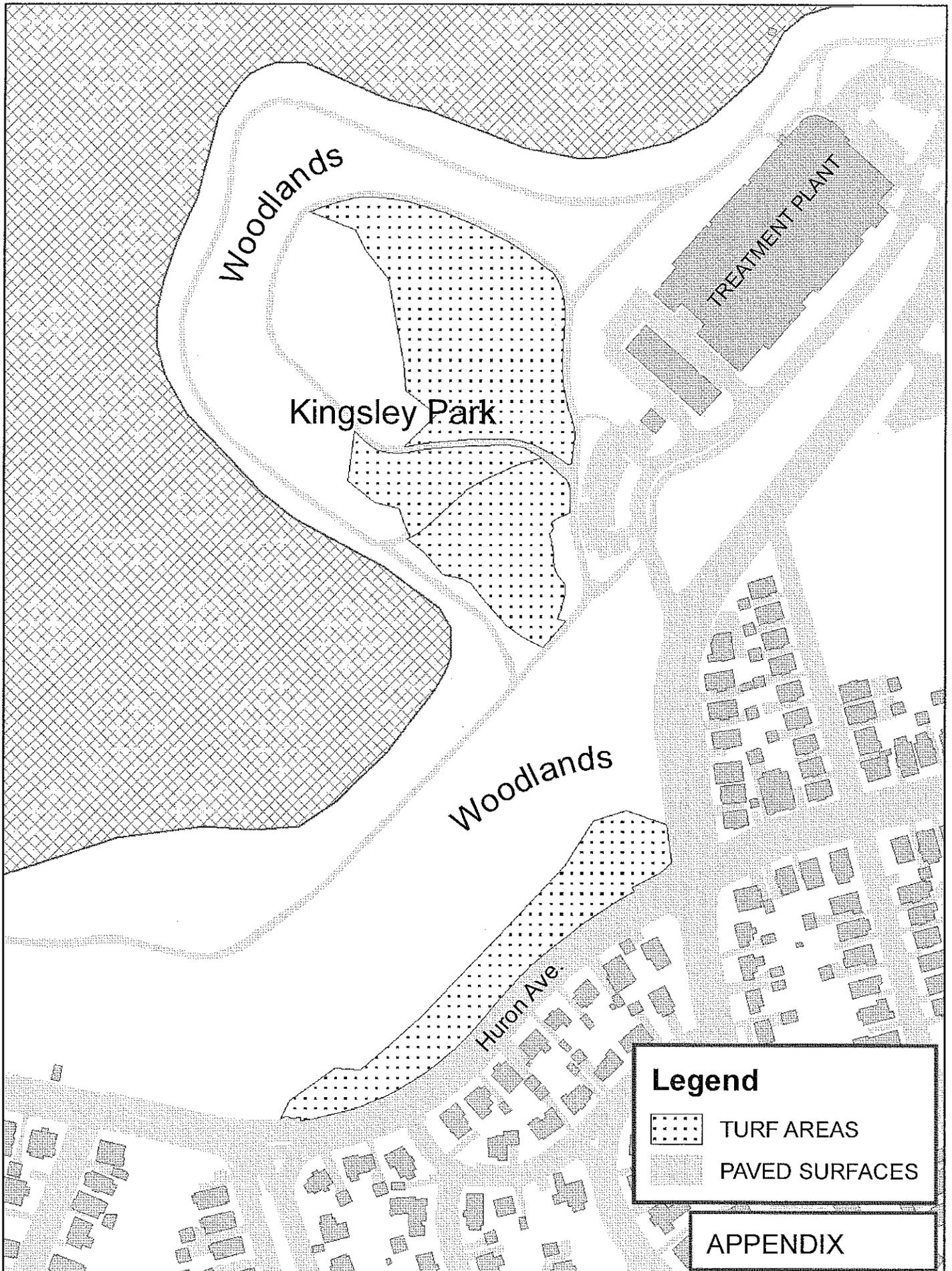
LANDSCAPE MAINTENANCE PLAN II

APPENDIX 'B'



LEGEND

	TURF AREAS
	MULCHED AREAS
	PAVED SURFACES



Appendix B

Payson Park Reservoir Landscape Maintenance

Landscape maintenance at Payson Park Reservoir will consist of the following:

Spring Clean Up

- Initial cutting of entire grounds
- Edging, weeding, mulching of plant beds
- Pruning of shrubs and small trees
- Sweeping of all paved areas
- Power sweeping of turf areas at street level
- Spring cleanup will adhere to main contract specifications and times.

Mowing

- Mowing outside Reservoir fence a total of **fourteen** times (to be scheduled by CWD)
- Mowing inside the reservoir fence a total of **seven** times (times to be scheduled by CWD)
- Contractor must be aware that the slopes at Payson Park Reservoir are severe in places.
- Contractor will be held responsible for any damage done to Reservoir embankment during mowing.
- Mowing will adhere to main contract specifications with the exception of frequency.

Small Tree and Shrub Pruning

- Pruning will adhere to main contract specifications with the addition of small trees.

Fall Clean Up

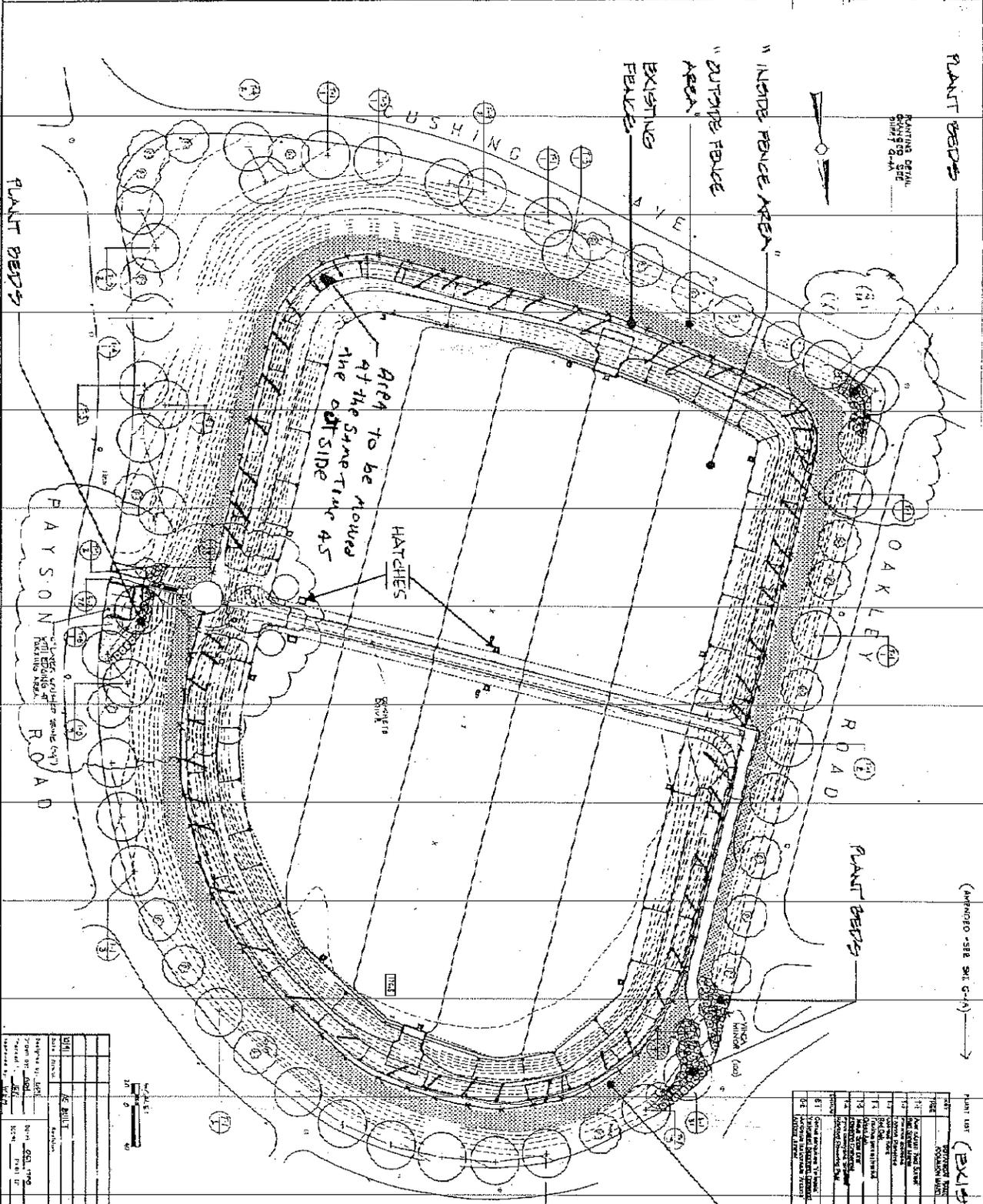
- All areas outside Reservoir fence including planting beds, stairways, building edge, and all turf abutting the Belmont town roads surrounding the Reservoir.
- Fall clean up will adhere to the main contract specifications and times

Weeding

- Weeding of beds will occur should be scheduled at the same time as any mowing work at the Reservoir.
- Weeding will adhere to the main contract specifications.

Sweeping/Vacuuuming of Paved Areas

- Sweeping/vacuuuming of paved surfaces, steps, roadways will occur whenever mowing of the Reservoir occurs.
- Sweeping will adhere to the main contract specifications.



(Amended - see S&L C-1-A) →

PLANT LIST (EXISTING PLANTS)

NO.	SYMBOL	DESCRIPTION	QUANTITY	REMARKS
1	○	Small Tree	10	
2	○	Medium Tree	5	
3	○	Large Tree	3	
4	○	Shrub	20	
5	○	Flowering Shrub	15	
6	○	Perennial	30	
7	○	Annual	50	
8	○	Grass	100	
9	○	Groundcover	200	
10	○	Water Feature	1	
11	○	Lighting	10	
12	○	Seating	5	
13	○	Path	1	
14	○	Wall	1	
15	○	Gate	1	
16	○	Driveway	1	
17	○	Garage	1	
18	○	Pool	1	
19	○	Deck	1	
20	○	Porch	1	
21	○	Stair	1	
22	○	Elevator	1	
23	○	Roof	1	
24	○	Foundation	1	
25	○	Other	1	

APPROX. LOCATION OF 10 FT. WIDE LAWN REPAIR AREA ALONG EXIST. FENCE

THIS PLAN IS PROVIDED FOR INFORMATION PURPOSES ONLY TO SHOW PLANT BED LOCATIONS.

- MATURE TREES TO BE PRUNED (MTR)
- YOUNG TREES TO BE PRUNED (YTP)

RECORD DRAWING

CITY OF GARDNER, MASSACHUSETTS
WATER WORKS IMPROVEMENTS

EXISTING SITE PLAN (EXISTING COND)

DATE	DESCRIPTION
10/1/20	ISSUED FOR PERMIT
10/1/20	ISSUED FOR CONSTRUCTION
10/1/20	ISSUED FOR RECORD

PROJECT NO. 1000000000
SHEET NO. L-1

Appendix C

Fresh Pond Golf Course Pro Shop Landscape Maintenance

Landscape Maintenance of the Fresh Pond Golf course will consist of the following:

Spring Clean up

- Initial clean up of all planting beds around the pro shop and parking area
- Initial clean up of flexipave patio
- Application of compost/mulch to all planting beds around the pro shop, parking area ,flexipave patio, and bioretention basin, and swale
- Initial pruning/shearing of all shrubs, small trees and herbaceous material in planting beds
- Initial shearing of fence line
- Initial leaf removal on street sidewalks

Fall Clean up

- Initial clean up of all planting beds around the pro shop and parking area
- Initial clean up of flexipave patio
- Clean up of all planting beds around the pro shop, parking area ,flexipave patio, and bioretention basin, and swale

Fence Line Cutting

- Cutting will occur at scheduled times and locations

Small tree and shrub pruning

- Pruning will adhere to main contract specifications with the addition of small trees.

Weeding

- Weeding of beds will occur when any mowing of the Water Treatment Facility and Maher Park is done.
- Weeding will adhere to the main contract specifications.

Trash and litter pick-up and disposal

Trash and litter pick-up of Huron Avenue, Blanchard Road and Pro shop planting beds will occur when any mowing at the Water Treatment Facility and Maher Park is done. Otherwise litter pick-up will adhere to the main contract specifications.

Appendix D
Weekly Maintenance Report for Fresh Pond Reservation
Landscape Work Order

Weekly Maintenance Report for Fresh Pond Reservation

Report Dates:

_____ through _____

Contractor: _____

Name of Worksite: _____

Work performed	Date	Location	Comments
Weekly Report/site visit			
Spring Clean-up			
Litter Pickup			
Mulching			
Plant Pruning			
Fertilization/Liming			
Mowing/Trimming			
Aeration			
Slice Seeding			
Fall Clean-up			
Plant Installation			
Sweeping			
Watering/Irrigation			
Plant health care visit			
Wetland Maintenance visit			
Time & Materials work			

Other Work Performed:

Conditions Requiring Water Department Action:

Reason for schedule delays from planned and/or scheduled work:

Work Planned For Next Week (include location & date)

I certify that the above work was performed and to the best of my knowledge all items are correct

 Contractor Signature

 Date

CAMBRIDGE WATER DEPARTMENT

LANDSCAPE WORK ORDER

Date	Equipment/materials used	Company
		Crew (<i>last name</i>)
WORK ACTIVITY		Man hours
Total billable hours		

Appendix E

Stony Brook Reservoir Landscape Maintenance

Landscape Maintenance at Stony Brook Reservoir Dam will consist of the following:

Spring Cleanup

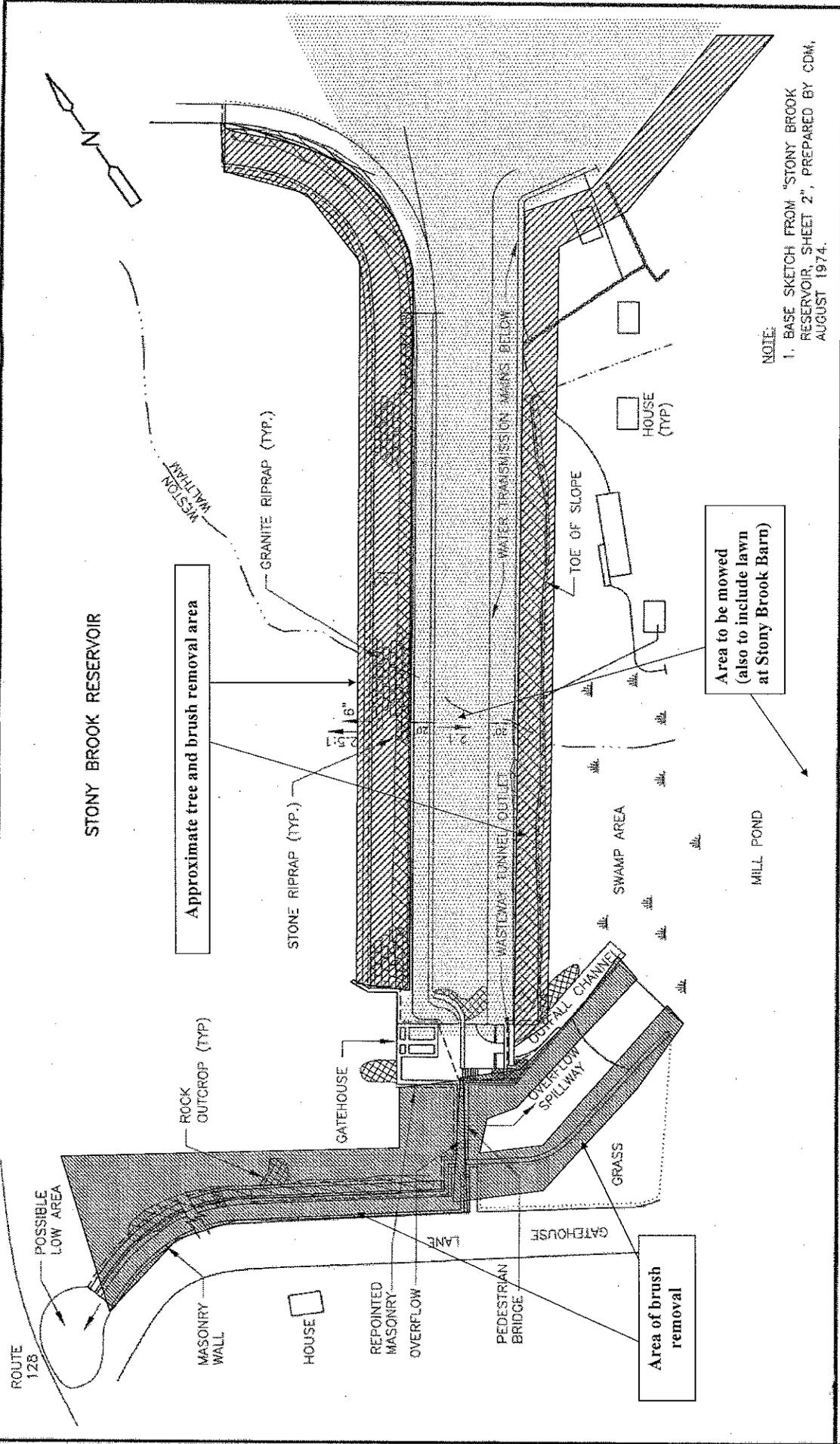
- Initial clean up around Stony Brook Barn and abutting turf
- Initial mowing of entire dam top, slope and base
- Removal of any debris, sticks, logs, etc from dam spillway
- Cutting all brush/herbaceous material from top of dam down to Reservoir's edge (approximately 4'-5')
- Cutting all brush around boat ramp
- Filling/seeding all holes, ruts or depressions (to be marked by CWD personnel) on slope of dam

Mowing

- Mowing of dam top, slope, and base will occur four times per year (to be scheduled by CWD)
- Flail mowing of dam rip rap and base will occur twice once in June and once in November (to be scheduled by CWD)
- When dam is mowed all brush/herbaceous material will be re-cut
- Mowing of the Stony Brook barn area will occur fourteen times per year (to be scheduled by CWD)
- All grass will be mowed at 2.5"-3" in height
- All grass clippings will be discharged
- Grass will be trimmed around any fencing, gate, building, stairway, or instrumentation etc.

Fall Cleanup

- Initial leaf cleanup around Stony Brook barn and abutting turf
- Final mowing of entire dam including top, slope, and base
- Removal of any debris, sticks logs etc from dam spillway
- Final Cutting of all brush/herbaceous material from top of dam down to Reservoir's edge (approximately 4'-5')
- Final Cutting of all brush/herbaceous material around boat ramp
- Filling/seeding all holes (to be marked by CWD personnel) on slope of dam



NOTE:
 1. BASE SKETCH FROM "STONY BROOK RESERVOIR, SHEET 2", PREPARED BY CDM, AUGUST 1974.

STONY BROOK RESERVOIR

Approximate tree and brush removal area

Area to be mowed (also to include lawn at Stony Brook Barn)

Area of brush removal

SCALE = N.T.S.

CITY OF CAMBRIDGE
 STONY BROOK RESERVOIR DAM
 DCR ID NO.: 4-9-333-1 COE ID NO.: MA00293



Appendix F

Hobbs Brook Reservoir Landscape Maintenance

Landscape maintenance at the Winter Street Dam will consist of the following:

Spring Cleanup

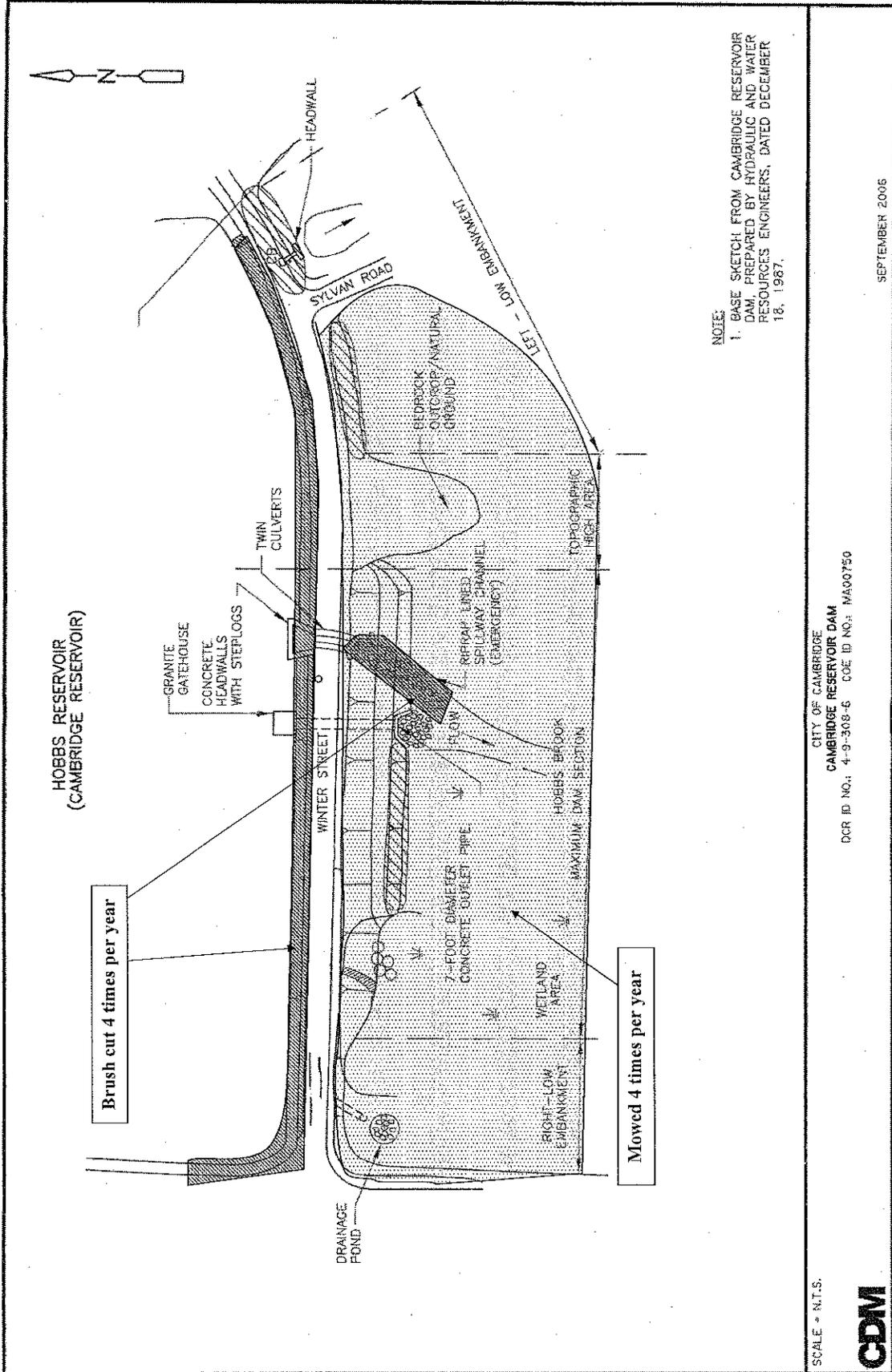
- Removal of litter along roadway and any debris from spillway
- Cutting of any brush/herbaceous material from road edge to Reservoir edge
- Cutting of any brush along spillway rip rap
- Initial mowing of entire dam including top, slope and base
- Cutting all brush/herbaceous material around instrumentation cage
- Filling and seeding all holes/ruts or depressions (to be marked by CWD)

Mowing

- Mowing of entire dam top, slope and base will occur four times per year (to be scheduled by CWD)
- Flail mowing of dam rip rap and base will occur twice once in June and once in November (to be scheduled by CWD)
- All grass will be mowed at 2.5"-3" in height
- All grass clippings will be discharged
- Grass will be trimmed around any fencing, gate, building, stairway, or instrumentation etc.
- When mowing occurs all litter will be removed along roadway and any debris from spillway
- When mowing occurs all brush/herbaceous material from road edge to Reservoir edge will be re-cut

Fall Cleanup

- Removal of litter and any other debris along roadway and any debris from spillway
- Cutting of any brush/herbaceous material from road edge to Reservoir edge
- Cutting of any brush along spillway rip rap
- Final mowing of entire dam including top, slope and base
- Cutting all brush/herbaceous material around instrumentation cage
- Filling and seeding all holes/ruts or depressions (to be marked by CWD)



HOBBS RESERVOIR
(CAMBRIDGE RESERVOIR)

Brush cut 4 times per year

Mowed 4 times per year

NOTE:
1. BASE SKETCH FROM CAMBRIDGE RESERVOIR DAM, PREPARED BY HYDRAULIC AND WATER RESOURCES ENGINEERS, DATED DECEMBER 18, 1987.

SCALE = N.T.S.



CITY OF CAMBRIDGE
CAMBRIDGE RESERVOIR DAM
DCR ID NO.: 4-9-308-6 COE ID NO.: MA00750

SEPTEMBER 2006

Appendix G
Compost/Mulch Specifications

Performance Mulch Specification

DESCRIPTION

This work shall consist of applying an aged bark and compost blend to the soil surface immediately after planting to inhibit weed growth, conserve soil moisture and reduce erosion.

MATERIALS

Compost shall be derived from organic wastes including, clean ground wood, leaf and yard residues, and bark. The product shall be well composted using specialized windrow turning equipment such that the compost is free of viable weed seeds.

Compost shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	5.5 - 8.0
Moisture content	35% - 55%
C:N ratio	15 - 30:1
Particle Size	< 3 inches
Soluble Salts	< 4.0 mmhos (dS)
Bulk Density	< 1200 lbs/cu yd
Foreign Matter	< 1% by weight

CONSTRUCTION REQUIREMENTS

Performance Mulch shall be uniformly applied to an average depth of 2-3 inches immediately after planting. Water thoroughly after application to stabilize the entire mulch layer. All foreign matter and debris larger than 2 inches shall be removed from the surface of the mulched area.

METHOD OF MEASUREMENT

Mulch will be measured by the cubic yard.

PRODUCT INFORMATION

This specification covers the properties of **AGRESOIL COMPOST** as distributed by: Agresource, 100 Main Street, Amesbury, MA 01913, telephone 800-313-3320.

ANALYSIS REPORT FOR COMPOST

03/09/07

SOIL AND PLANT TISSUE TESTING LABORATORY
WEST EXPERIMENT STATION
UNIVERSITY OF MASSACHUSETTS
AMHERST, MA 01003

Lab Number: C070307-204
Bag Number: 70235

SAMPLE INFORMATION

AGRESSOURCE, INC./TIM GOULD
102 MAIN STREET
AMHERST, MA 01003

COMPOSTING METHOD:
AGE:
INTENDED USE:
COMPONENTS:

COMPOST ANALYSIS REPORT

SAMPLE ID: IPWICH/BLACK FOREST 50-50

Moisture As Received: 50.4 %
Moist Bulk Density: 0.62 grams/cm³ (0.58 tons/yd³)
Coarse Fragments: 22.3

pH (w/w): 7.0
Soluble Salts (Elec. Cond.): 3.15 ds/M

Total Nitrogen: 1.59 % (8.7 lbs/yd³)
Nitrate-N: 529 mg/kg (0.31 lbs/yd³)
Ammonium-N: 16 mg/kg (0.01 lbs/yd³)

Organic Matter: 45.4 %
Estimated Organic Carbon: 24.5 %
Carbon/Nitrogen Ratio: 16.3

NUTRIENT RATINGS

NUTRIENT LEVELS:	PPM	LOW	MEDIUM	HIGH	VERY HIGH
Phosphorus (P)	109	XXXXXXXX			
Potassium (K)	2372	XXXXXXXXXXXXXXXXXXXXXXXXXXXX			
Calcium (Ca)	5925	XXXXXXXXXXXXXXXXXXXX			
Magnesium (Mg)	778	XXXXXXXXXX			

EQUIVALENT BASE CATION PERCENTAGES
Ca = 79.9 Mg = 10.3 K = 9.9

POTENTIAL ACIDITY
0.0 lbs CaCO₃/yd³

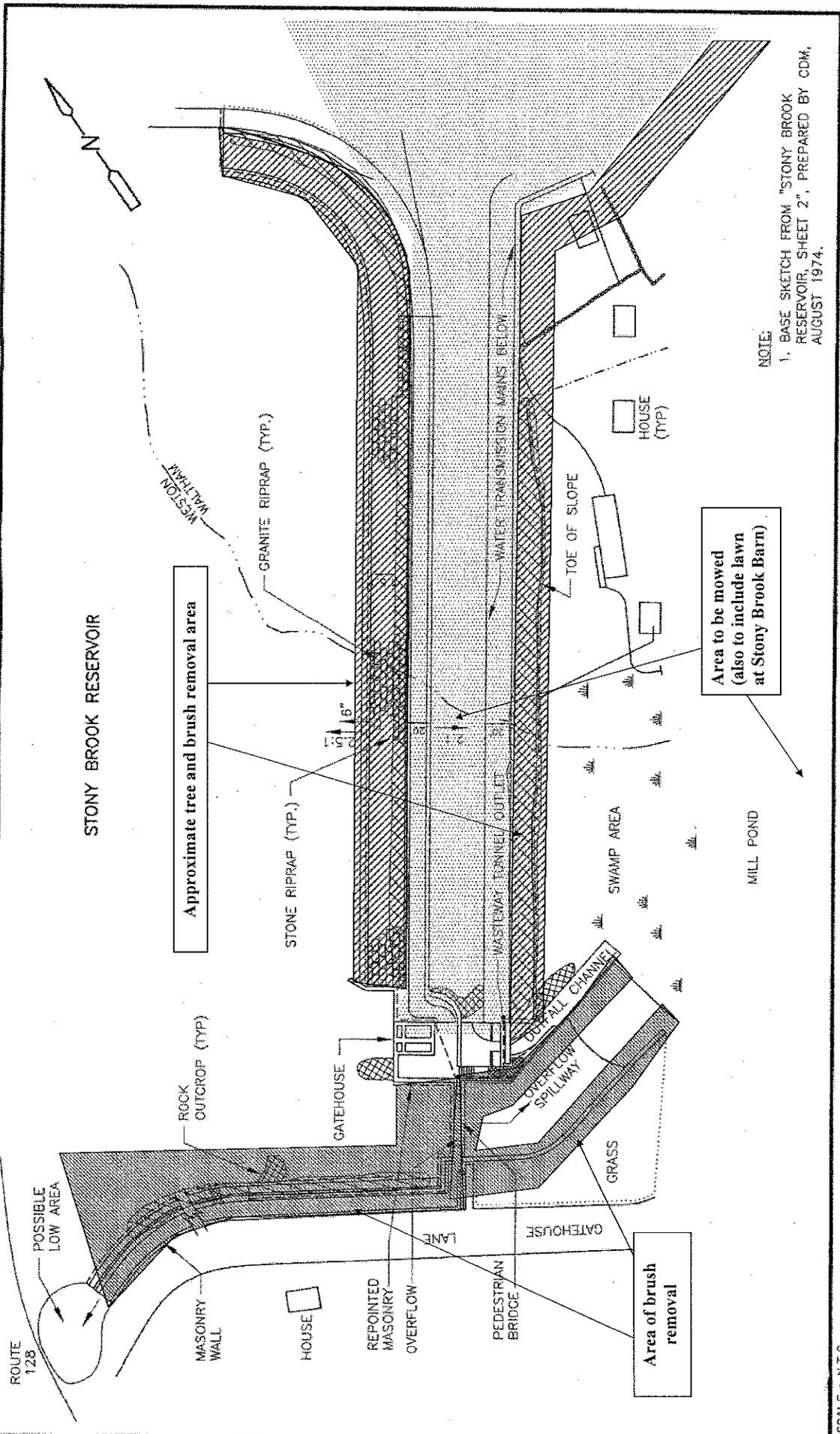
EXTRACTABLE MICRONUTRIENTS

MICRONUTRIENT	mg/kg	COMPOST RANGE
Boron (B)	5.0	(0.5-20)
Manganese (Mn)	153.0	(5-200)
Zinc (Zn)	12.9	(5-50)
Copper (Cu)	1.1	(0.5-5)
Iron (Fe)	7.6	(5-200)

EXTRACTABLE HEAVY METALS

METAL	mg/kg	COMPOST RANGE
Lead (Pb)	2.5	(0-25)
Cadmium (Cd)	0.1	(0-1.0)
Nickel (Ni)	0.1	(0-2.5)
Chromium (Cr)	0.2	(0-2.5)

Consult enclosed interpretation sheet. Questions may be directed to either Frank Nangwa (Extension Specialist) at (978) 422-6374 or the UMass Soil Lab at (413)545-2311



SCALE = N.T.S.



CITY OF CAMBRIDGE
 STONY BROOK RESERVOIR DAM
 DCR ID NO.: 4-9-333-1 COE ID NO.: MA00293

NOTE:
 1. BASE SKETCH FROM "STONY BROOK
 RESERVOIR, SHEET 2", PREPARED BY CDM,
 AUGUST 1974.

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.

Revised May 5, 2007

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 yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

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.

(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 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.

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 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.

(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.

**2.121.050 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.

**2.121.060 Duties of Covered
Employers.**

(a) Notification Requirements. Covered 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;

(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, 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 as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

Name of Bidder: _____

(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.

2.121.070 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) 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.

2.121.080 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

2.121.090 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.

2.121.100 Effective Date.

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

**File No. 5449 Landscape Maintenance Program for Cambridge Water Department-
Thursday, May 5, 2011 @ 11:00 AM**

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.

**City Of Cambridge
Articles of Agreement**

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____; existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone, Fax, E-mail:

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 _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department 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

Name of Bidder: _____

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.

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.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____