

INVITATION FOR BID	If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time. <u>Pre-bid Conference</u> There will be a pre-bid conference on Tuesday February 12, 2013 at 10:00 a.m. at the Walter J Sullivan Water Treatment Facility (Cambridge Water Department), 250 Fresh Pond Parkway, Cambridge, MA.
FILE NO: 6020	
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, January 31, 2013** 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, February 21, 2013. 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, Purchasing Bid List, Formal, File No. 6020.**

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 Invitation for 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, February 21, 2013**". **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 Invitation for 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: _____

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 start date will be March 1, 2013 (or soon thereafter). 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 total price for year one, year two and year three.**

Prices must remain FIRM during the entire contract period.

The payment and performance obligation for each succeeding year of the multiyear contract will be subject to the appropriation and other available funds.

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

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

Please submit your bid in duplicate (One original and one copy). Do not submit bids in hard binders.

Pre-bid Conference

There will be a pre-bid conference on **Tuesday February 12, 2013 at 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.**

The Water Department will distribute during the pre-bid meeting larger size copies of the maps attached. The Water Department will review each map and Appendix and will review the work related to the location in detail at that time.

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 **Wednesday, February 13, 2013 by 4:00 p.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.

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.

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, 2013 is \$14.28 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 will be used whenever possible, and in sensitive areas when directed.

2. A. Fueling of Equipment

All equipment must be refueled on a paved area at least fifty feet from the reservoir's 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.

B. Storage of Equipment

Contractor will be provided one parking space in the employee parking area for the positioning of a roll off container or enclosed landscape trailer for the storage of all landscape equipment needed for day to day operations. Container should house all mowers, blowers, hand tools, trash bags, fuel etc. Electric utility vehicle and rechargeable tools will be stored and recharged in the CWD vehicle garage.

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:

1. Wetland Management Program
2. Meadow Management Program
3. Woodland Management Program
4. Plant healthcare program
5. Flail mowing services

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 sidewalk 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, bioretention 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 fence line 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

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)

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 Reservoir System Manager. The Contractor must submit a request five (5) days in advance to obtain approval.

8. Weekly Reports and Walk through

The contractor will perform site walks and supply written reports bi-weekly. Reports will be delivered by hand or fax (617.349.6616) to the Reservoir System Manager 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 Reservoir System Manager or other representative. The Reservoir System Manager 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 (1-10)

1. 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.

2. Safety Standards

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

3. 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.

4.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

5.Access

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

6.Time Table

Contract shall commence upon March 1, 2013 or soon thereafter.

Spring cleanup and preparations shall commence as soon as weather permits and be completed by the last week of April

Weekly mowing and maintenance tasks shall commence as soon as weather permits and be completed last 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 Reservoir system manager shall notify the contractor in advance of all such scheduled events.

Weekly mowing will occur on day set by Reservoir System Manager.

The Reservoir System Manager may adjust this timetable with written notification as weather dictates or other circumstances warrant with supplemental Unit Pricing governing any additions or deletions.

All Time and materials, and subcontracted work, must be scheduled within five workdays from the time of request. All Snow removal equipment and personnel must be made available **and be on site within 12 hours of request no matter what time of day.**

7.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 Reservoir System Manager.

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

8.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, snow shoveling, graffiti removal, litter pick up, watering etc.

Foreman must be proficient in English and be able to communicate clearly with CWD staff and the General public.

Name of Bidder: _____

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 protective safety equipment including but not limited to ear protection, eye protection, steel tipped boots, hard hats and safety vests.

If is determined by the Reservoir System Manager 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 Reservoir System Manager.

9.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.

10.Communications

The Contractor will provide to the Water Department, three (3) mobile direct Connect/cellular phones to be used for communication during the length of the contract.

The Contractor shall respond to the Reservoir System Manager 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 Reservoir System Manager and to the general public.

Materials (1-7)

1. 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 Reservoir System Manager**. When sources for materials or plants are located by the Reservoir System Manager, there will be no substitutions and those sources will be used.

2. 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 Reservoir System Manager.

3. 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 Reservoir System Manager.

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.

4. Mulch

At Lusitania Meadow, only defined beds will be mulched. All currently mulched tree wells and defined planting beds at the following sites will be mulched:

Water Treatment Plant

Kingsley Park

Maher Park (includes bed behind Alzheimer's garden)

Blacks Nook (Concord Avenue entrance)

Lusitania Meadow (Concord Avenue entrance)

Golf course pro shop planting beds

Pro shop Patio planting beds

Olga's bench planting bed

DCR Parkway Planting areas

Parkway Garden planting bed

Perimeter road water fountain planting bed

Guzetti memorial planting bed

Payson Park Reservoir planting beds

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 Reservoir System Manager for approval two weeks prior to installation.

5. Seed

The City will provide all seed.

6. 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 than 10% clay by weight.

7.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.

This area is intentionally left blank.

Maintenance Methods

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 management Program
- Reservation Meadow management program
- Reservation Woodland management program
- Meetings with Reservoir System Manager
- Spring clean ups.
- Weekly weeding of facility grounds
- Weekly weeding of reservation planting beds
- Weekly weeding of Maher park
- Weekly weeding of Lusitania meadow entrance
- Weekly weeding of Blacks Nook entrance
- 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
- Provide 10 manual waterings as directed
- 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
- Twice yearly manual spillway ,detention basin & drainage channel brush cutting
- 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 and sidewalks
- Yearly vacuuming and flushing of Flexipave surfaces
- 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 in these maintenance specifications.

Initial Site Visit and Report

At the initiation of the maintenance program, on May 30, 2013. The Contractor and the Reservoir System Manager 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 Reservoir System Manager 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 Reservoir System Manager or his/her representative.

Site visits with Reservoir System Manager

The contract supervisor shall schedule a walk-through of the site with the Reservoir System Manager 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 Reservoir System Manager. The Contractor under the direction of the Reservoir System Manager shall carry out any changes in current practices described and approved by the Reservoir System Manager.

Reports and Scheduling

The Contractor shall be responsible for providing to the Reservoir System Manager bi-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 every two weeks.

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.
- Bi-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.
- 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 Reservoir System Manager 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 Reservoir System Manager (with the exception of emergency work).

Work will not be performed during any City holiday without the permission of the Reservoir System Manager (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 Reservoir System Manager (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 Reservoir System Manager.

Vehicular Access to the Site

Under no circumstances shall contractor's trucks enter the Reservation pathways without the approval of the Reservoir System Manager.

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

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 Reservoir System Manager during the week within 12 hours.

Irrigation Monitoring and Watering

In the event that the irrigation system is providing inadequate or excessive water coverage, the Contractor shall notify the Reservoir System Manager.

The contractor is responsible for providing ten (10) complete manual watering of non-irrigated planting beds and tree wells. Areas to be irrigated will be watered until the ground reaches field capacity. The Reservoir System Manager will schedule watering. Waterings will commence within forty eight hours (48) of notification by the Reservoir System Manager. For the purpose of this contract, a manual watering will be defined as the services of a landscape laborer equipped with a truck mounted 200 gallon watering tank for an eight hour work day.

The contractor will provide all watering equipment hoses, impact heads, quick connect valves, and spray nozzles.

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 Weather Trak ET pro 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 Weather Trak ET pro 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

All Planting beds, tree wells and mulched areas at the following locations shall be neat in appearance and maintained to defined boundaries. Weeds shall be removed manually by pulling or digging up by the roots. No Synthetic chemical means or machinery shall be used unless approved by the Reservoir System Manager. Weeding and edging will be done in the following areas:

Water Treatment Plant

Kingsley Park

Maher Park (includes bed behind Alzheimer's garden)

Blacks Nook (Concord Avenue entrance)

Lusitania Meadow (Concord Avenue entrance)

Golf course pro shop planting beds

Pro shop Patio planting beds

Olga's bench planting bed

DCR Parkway Planting areas

Parkway Garden planting bed

Perimeter road water fountain planting bed

Guzetti memorial planting bed

Payson Park Reservoir planting beds

All Plant beds, tree wells and mulched areas at and 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. 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

All tree wells and defined planting beds in the following areas will be mulched:

Water Treatment Plant

Kingsley Park

Maher Park (includes bed behind Alzheimer's garden)

Blacks Nook (Concord Avenue entrance)

Lusitania Meadow (Concord Avenue entrance)

Golf course pro shop planting beds

Pro shop Patio planting beds

Olga's bench planting bed

DCR Parkway Planting areas

Parkway Garden planting bed

Perimeter road water fountain planting bed

Guzetti memorial planting bed

Payson Park Reservoir planting 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 and Small Trees

Shrubs and small trees shall be hand pruned up to three (3) times a year in accordance with the American Nurserymen's Association and under the direction of the Reservoir System Manager. Pruning of shrubs and small trees will take place at the following locations:

Weir Meadow bioswale
Bikeway berm planting areas
Stream C restoration area
Little Fresh Pond restoration area
Blacks Nook Restoration area
Blacks Nook (Concord Avenue entrance)
Olga's Bench planting area
Guzetti memorial planting bed
Parkway Garden planting bed
Perimeter road water Fountain planting area
Maher Park
Lusitania Meadow
Butterfly Meadow
Golf Course pro shop
Golf course pro shop flexi pave patio area
Payson Park Reservoir
Water Treatment Plant
Kingsley Park

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.

Pruning of small trees consists of low hanging branches that interfere with mowing or pedestrians, and any crossing, rubbing, and dead or diseased, branches that can be reached with an orchard ladder.

Under no circumstances shall shrubs be sheared unless a formal appearance is desired and is approved by the Reservoir System Manager.

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 Reservoir System Manager.

All non-desirable brush, thorns, brambles, vines and weeds, etc. growing on, through or around shrubs shall be removed as directed by the Reservoir System Manager.

The Contractor shall notify the Reservoir System Manager 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 Reservoir System Manager.**

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

Spring Clean Up

Spring clean up will occur at the following locations:

Water Treatment Facility

Kingsley Park

Maher Park

Golf Course Pro Shop

Golf course pro shop flexi pave patio area

Payson Park

Bikeway planting areas

Blanchard Road sidewalk

Concord Avenue West sidewalk (Reservation side)

Concord Avenue East sidewalk (Industrial side)

Concord Avenue Turf (in front of Sancta Maria hospital)

Huron Avenue sidewalk/Huron Avenue curb line

Blacks Nook Restoration area (Concord Avenue entrance)

Blacks Nook outdoor classroom turf area

Olga's Bench planting area

Perimeter road Fountain planting area

Department of Conservation & Recreation Rotaries

Fresh Pond Reservoir perimeter road

Lusitania Meadow (Concord Avenue entrance)

Lusitania Meadow service road

Blacks Nook Service road

Kingsley Park service road

Kingsley Park overlooks

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 Fresh Pond perimeter road will be **swept by street sweeper operated by another contractor**, landscape contractor responsible for blowing and raking leaves along edge of road in preparation for sweeping in Spring

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 Reservoir System Manager.

Removing of Winterkill

In mid-April or as directed by Reservoir System Manager, 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 Reservoir System Manager.

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 follows:

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)

Blacks Nook outdoor classroom turf area

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)

Concord Avenue turf areas as shown (Appendix A)

Department of Conservation & Recreation land from the Concord Avenue Rotary to Huron Avenue from the 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 Reservoir System Manager 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. Reservoir System Manager 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 all large areas will be done by propane fueled lawnmower as directed

Electric string trimmers and leaf blowers will be used as directed

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 excavator. Boom shall be able to reach up to 25'. Boom cutting head shall be capable of cutting up to a 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 October** (to be scheduled by the CWD)

Annual spillway, detention basins and drainage channels brush cutting

Contractor shall manually cut all brush and vines growing on, in, out, or above the following structures:

- Stony brook dam emergency spillway: all brush and vines growing on the bottom and sides will be cut and removed. All logs, litter and other debris will also be removed and disposed of offsite.
- Stony brook dam weather station all brush and vines on chain link fabric and instrumentation to be removed and grass within cage cut.
- Hobbs Brook dam emergency spillway: all brush and vines growing on the bottom and sides of stone spillway will be cut and removed. All logs, litter and other debris will also be removed and disposed of offsite. All vines growing on aluminum safety railings are to be cut, and removed.
- Hobbs brook dam fenced in weather station and gauging station: all brush and vines growing on chain link fabric and instrumentation to be removed and grass within cage cut. All brush around gauging station to be cut to ground level.
- Winter street Detention basin: All brush and vines around and in detention basin, and basin channel will be cut and removed. All logs, litter and other debris will also be removed and disposed of offsite. (See Map H)
- Trapelo road detention basins (3): All brush and vines around and in detention basins, and basin channels will be cut and removed. All logs, litter and other debris will also be removed and disposed of offsite. (See Map I)
- Winter street grass (need address) Swale: All brush and vines around and in swale will be cut and removed. All logs, litter and other debris will also be removed and disposed of offsite. (Map H).
- Brush cutting will occur twice each year **once in June and once in October** (to be scheduled by the CWD)

- Stream C drainage channel (Fresh Pond Reservation): all brush and herbaceous material growing on either side of channel to be cut and removed, channel to be hand raked out and cleared of all obstructions to allow free flow of water.

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**). Reservoir System Manager 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. Rechargeable string trimmers will be used in certain areas as directed.

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.

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.

Power Sweeping and Vacuuming of Sidewalks/Concrete platforms

All hard surfaces, including but not limited to: walks, stone dust areas, driveways, bike paths sidewalks, Flexi pave paths, flexi pave patios and flexipave landings etc. at or directly adjacent to every site are to be swept or power vacuumed once a week when mowing is performed.

Payson Park will be swept when the grass is mowed. Rechargeable leaf blowers will be used in certain areas as directed.

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.

Vacuuming and Flushing of Flexipave Surfaces

Once a year (to be scheduled) all flexi pave patios, landings and paths will be power vacuumed and then flushed clean with water sprayed from a powered water tank. Flexi pave surfaces are located at Golf course pro shop, Little Fresh Pond and Blacks Nook.

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 upon initiation of Contract, and continue throughout the year. During the winter season all visible litter will be picked up on trash removal days Monday, Wednesday and Friday.

During winter months of heavy snow pack only visible litter in parking lots, sidewalks, along street curbs, catch basins, bike paths, planting beds, bus stops will be picked up.

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.

All litter within twenty feet of the wood edge along Huron Avenue, and Dcr parkway turf will be removed when the grass is cut

All litter within twenty feet of the Concord Avenue West sidewalk (reservation side will be removed when the sidewalk is swept

All litter on and within five feet of the Concord Avenue East Sidewalk (Industrial side) will be removed when the sidewalk is swept

Litter will be removed from all mulched beds, tree wells, or mown turf areas weekly when mowing occurs. 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 trash cans are emptied.

Emptying and lining of trash cans/recycling bins, and green waste bins:

Contractor is responsible for emptying and lining of all trash cans and recycling bins at Fresh Pond Reservation (approximately 32 cans and two recycling bins) , Trash cans and recycling bins at Maher Park (approximately 5), Trash cans along Concord Avenue sidewalk (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. Recyclable material will be collected and deposited in a recycling tote located at the Water Department. While the trash cans are being emptied the landscape worker shall refill the mutt mitt dispensers (approximately 9) 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 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. All green waste deposited at the Maher park community garden bin, and green waste deposited outside the parkway community garden compost bins will be removed and brought to the CWD composting bin located at the Fresh Pond Municipal golf course on the days the trash cans are being emptied.

Fresh Pond Reservation:

Monday, Wednesday and Friday throughout the year

Payson Park Reservoir:

Monday, Wednesday and Friday throughout the year

Reservation Fence Line Cutting

Fence lines at the following locations will be trimmed four times per year. (To be scheduled by CWD)

- Huron Avenue fence line from Golf Course Pro shop to Blanchard Road, from Blanchard road to Concord Avenue, along Concord Avenue ending at Alewife Brook Parkway.
- All fence lines within Maher Park, Maher park community garden,
- Fence line surrounding Parkway community garden
- Fence line at Fresh Pond golf course fifth fairway
- Fence line at Little Fresh Pond, and stream C restoration area

Trimming includes the following. 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').

Fresh Pond Shoreline Cutting

Once a year starting approximately in December (depending on snow cover) all small brush and herbaceous plant material less than 1/8"-2" in diameter, but no greater than 2" growing on land within the Fresh Pond Reservoir perimeter fence will be cut manually using loppers, chainsaws and gas powered brush saws. All material will be cut up and left on the shoreline. All vines, branches, and saplings growing on or through the chain link fabric on gates or on signs will be cut from the base and removed. When pockets of Phragmites (to be identified by CWD staff) are encountered, stems will be cut flush to ground level and all seed heads bagged and disposed of offsite. The remaining stubs will then be covered with thick plastic sheeting (supplied by CWD) and secured on all sides with existing stone riprap. When brush cutting is complete contractor will attach approximately 200' feet of snow fence directly to perimeter fence as directed (materials to be provided by CWD). Any litter or other debris found while shoreline is being cut shall be picked up and disposed of.

All power equipment used for brush cutting shall be refueled on the perimeter road.

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 1/2"

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 will be required for slice seeding on large turf areas.

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

Reservoir System Manager 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).

All large turf areas on reservation will be aerated by CWD staff; contractor is responsible for all small turf areas and around trees and planting beds not accessible by tractor.

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 walk behind drum style core aerator will be required for aeration on small 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.

Reservoir System Manager will approve the dimensions of tines.

Fall Clean Up

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). Fresh pond perimeter road consists of a 2.25 mile long service road that encircles Fresh Pond Reservoir. All leaf removal starts at the pond fence and ends at the abutting woodlands or meadows

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, sidewalks, adjacent gutters, concrete pads 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 Reservoir System Manager immediately.

Cleanup on the Fresh Pond Reservoir perimeter road will consist of blowing or raking leaves into wooded areas as directed and removal by leaf vacuum when directed

Reduced decibel leaf blowers will be used at all times

Electric leaf blowers will be used in sensitive areas when directed

Fall cleanup will occur at the following sites:

Water Treatment Facility

Kingsley Park

Maher Park

Blacks Nook outdoor classroom turf area

Golf Course Pro Shop

Golf course pro shop patio area

Payson Park

Bikeway planting areas

Blanchard Road sidewalk

Concord Avenue west sidewalk (Reservation side)

Concord Avenue east sidewalk (Industrial side)

Concord Avenue Turf (in front of Sancta Maria Hospital)

Huron Avenue sidewalk/Huron Avenue curb line

Blacks Nook Restoration area (Concord Avenue entrance)

Olga's Bench planting area

Perimeter road Fountain planting area

Department of Conservation & Recreation Rotaries

Fresh Pond Reservoir perimeter road

Lusitania Meadow (Concord Avenue entrance)

Lusitania Meadow service road

Blacks Nook Service road

Kingsley Park service road

Kingsley Park overlooks

Department of Conservation & Recreation Rotaries

Stony Brook Reservoir barn

Reservation Plant Healthcare Program

Contractor or Subcontractor must perform plant health care as part or primary source of business. Contractor or subcontractor 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 Monitoring Program will consist of 10 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 of identified pests with horticultural oils, soaps, fungicides or other approved pesticides if necessary.
- Anti desiccant spray in December of all planted hollies, Inkberries, rhododendrons and newly planted evergreen trees (up to 16' in height)
- Two Dormant oil sprays of all hemlocks (to be scheduled) located in Kingsley Park and the North east sector, and on the trunks of all maples elms, and hawthorns around the facility
- Up to three BT(Bacillus Thuringiensis) sprays of all planted elms, maples and hawthorns on the reservation for control of winter moth and other leaf feeding insects

- 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 35gpm and 500-700 psi. Sprayer must be able to reach trees up to 80' in height
 - 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.
 - Due to heavy visitation at Fresh Pond, plant health care sprays will have to be scheduled for early morning hours.

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

Weir Meadow bioswale
Bikeway berm planting areas
Stream C restoration area
Little Fresh Pond restoration area
Blacks Nook Restoration area
Blacks Nook (Concord Avenue entrance)
Olga's Bench planting area
Guzetti memorial planting bed
Parkway Garden planting bed
Perimeter road water Fountain planting area
Maher Park
Lusitania Meadow
Butterfly Meadow
Golf Course pro shop
Golf course pro shop flexi pave patio area
Water Treatment Plant
Kingsley Park

Wetland 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.

The Wetland Management Program will consist of 10 visits throughout the growing season. two(2) in May ,two(2) in June, two(2) in July two(2) in August and two(2) in September. (To be scheduled by CWD) 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.

Wetlands are located in the following areas:

**Drainage swales along the front parking lot of the Walter J Sullivan
Water Treatment Facility
Kingsley bowl wetland
Weir Meadow
Lusitania Meadow
Constructed wetlands at Black's Nook Restoration Area
Shoreline of Blacks Nook
Shoreline of Little Fresh Pond
Drainage swale/bioretenion basin at the golf course pro shop**

Meadow Management Program

All Meadow management work will be performed by personnel trained to recognize and control invasive plants in a meadow habitat.

The Meadow Management Program will consist of 13 visits throughout the growing season. two(2) in May ,three(3) in June, two(2) in July three(3) in August and two (2) in September, and one (1) in December (to be scheduled by CWD).

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 within one week of visit.
- Remove by hand or chemical means exotic and invasive species,
- Remove trash and debris. 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 approved herbicides if needed
- All pulled or cut materials must be removed and disposed of offsite
- December visit will be to manually cut remaining wildflowers as directed
- Contractor must come equipped with all tools and chemical application equipment/

Employees must be able to identify and control through mechanical and chemical means the following plants:

- Mugwort
- Pricklylettuce
- Phragmites
- Purple loosestrife
- Burdock
- Canada and Bull thistle
- Asiatic bittersweet
- Glossy and common buckthorn
- Black locust
- Black swallow-wort
- Garlic mustard
- Japanese knotweed
- Bindweed

- Black nightshade
- Ragweed
- Celandine
- Velvetleaf

Meadows are located in the following locations:

Weir Meadow

Lusitania Meadow

Butterfly meadow

Concord Avenue slope

Bikeway berm

Maher park parking lot

Woodland Management Program

All woodland management work will be performed by personnel trained to recognize and control invasive plants in a woodland habitat.

The woodland Management Program will consist of 12 visits throughout the growing season. two(2) in May ,three(3) in June, two(2) in July three(3) in August and two (2) in September (to be scheduled by CWD).

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,
- Remove any trash and debris
- 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 approved herbicides if needed
- All pulled or cut materials must be removed and disposed of offsite

Employees must be able to identify and control through either mechanical or chemical means the following plants:

- Bittersweet
- Ailanthus
- Norway maple
- Common and Glossy Buckthorn
- Poison ivy
- Privet
- Sycamore maple
- Japanese Barberry
- Japanese Honeysuckle
- Multiflora rose
- Jetbead
- Garlic Mustard
- Blackberry
- White Mulberry

Woodlands are located in the following locations:

Kingsley Park

Huron Avenue pine grove

Glacken slope restoration area

Stream C

Blacks Nook restoration area

Lusitania Triangle

Along Perimeter Path

**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 \$1,000,000
Aggregate

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 \$1,000,000
General Aggregate \$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 \$ 50,000
or Missing Items No depreciation shall apply.

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.

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 Water Systems Manager will be billed.

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

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 35 miles from the Cambridge Water Department.

Yes No

2. Bidder has a minimum of ten 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 provided grounds maintenance services to three Massachusetts public agencies within the past five years with a contract value of a least \$100,000.00.

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 has fully trained employees or subcontractors capable of fulfilling Reservation meadow management program, and woodland management program

Yes No

Name of Bidder: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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.

- State the address of bidder's headquarters within 35 miles from the Cambridge Water Department.

List the three Massachusetts public agencies the bidder has provided grounds maintenance services within the past five years with a contract value of \$100,000.00 or greater.

Name of Agency	Contract Years	Contract Value	Contact Name	Phone Number
----------------	----------------	----------------	--------------	--------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List three to five references of current customers bidder has provided park maintenance including tree grass both passive sites and athletic fields and proper maintenance of shrubs.

Name	Contract Years	Contract value	Contact phone number
------	----------------	----------------	----------------------

Name	Contract Years	Contract value	Contact phone number
------	----------------	----------------	----------------------

Name	Contract Years	Contract value	Contact phone number
------	----------------	----------------	----------------------

Name	Contract Years	Contract value	Contact phone number
------	----------------	----------------	----------------------

Name	Contract Years	Contract value	Contact phone number
------	----------------	----------------	----------------------

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

Pesticide Applicator

Name

Pesticide license category and number

Contact phone number

Plant Health Care Technician

Name

Pesticide License category and License Number

Name of 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

- State whether or not the bidder will, upon request by the City, submit a detailed financial statement and/or any other information as deemed necessary to determine the bidder's responsiveness and responsibility.
-

Name of Bidder: _____

Mandatory Equipment List - Brand Name or Equal-equipment where applicable the City has specified a brand name of equipment the City will consider or equal equipment. If requested by the Water Department it shall be the responsibility of the bidder to show variations, even minor from the herein specified. It shall be the Water Departments sole discretion to determine if the bidder's equipment is equal.

A "No response or a failure to respond to each of piece of equipment listed will result in a rejection of your bid. Do you own or lease the following equipment and is the equipment five years old or less.

Please check yes or no next to each piece of equipment listed.

Qty	Equipment Description	YES	NO
	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	Chain saw with 18" bar		
1	Water cannon		
2	Stihl FS 85 rechargeable electric string trimmers with two batteries		
2	Stihl BGA85Rechargeable hand held electric blowers with two batteries		
1	Stihl quick charger		
2	Light duty weed wrenches		
2	Medium duty weed wrenches		
2	Heavy duty weed wrenches		
1	JK1000 herbicide injector gun		
1	1-2 gallon hand spray tank for stump applications		
1	3-5 gallon back pack sprayer for foliar applications		

Name of Bidder: _____

Qty	Equipment Description	YES	NO
1	Truck mounted Water tank 200 gallons or greater with a 5-8hp motor capable of 12.5gpm,560psi and a 400' hose reel.		
	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		
2	Billy goat F 9 reduced decibel Push blower, minimum 9 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		
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 500-700psi		
	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		

Qty	Equipment Description	YES	NO
3	80lb capacity rotary spreaders		
1	walk-behind sod cutter		
1	Billy goat QV quiet vac self propelled industrial duty vacuum with sulky		
1	Tractor or skid steer mounted hydraulic earth auger with up to a 36" bit		
2	skid steer loaders		
1	Toro Dingo (or equivalent) with attachments		
1	Walk behind brush cutter with 12hp engine and 27" deck		
1	Walk behind 8hp rototiller		
1	Walk behind sickle bar mower with 36" bar and 5hp engine		
1	8hp two stage snow blower		
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	Toro workman or John Deere gator Electric Utility vehicle with electric dump body (to be stationed on site)		
1	Greens trailer for transportation of mowers and vacuum		

The Contractor shall pay attention to the Chapter 8.16 Noise Control (attached) City of Cambridge Policy on the use and limitation on the use of Gas Powered Blower.

End of mandatory equipment list

Statement of Bidder's qualifications continue on next page.

Name of Bidder: _____

- Employer Identification Number (Treasurer's No.)

Provide name, signature, and title of the officer preparing this bid.

Name Signature Title

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Cambridge in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day

of _____, 2011

(Signature)

Name _____ Title _____

Telephone _____ State of _____

County of _____,

_____, being duly sworn

Deposes and says that she/he is

_____ of

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____ 2011

(Notary Public)

My commission expires _____, 20_____

End of Statement of Bidders Qualifications

Submit the Statement of Bidders Qualifications with your bid.

Name of Bidder: _____

**Appendix A- Schedule of Values – Bidders must submit a price on all items
(Items 1-66)**

Item	Description		Annual Price Year 2013	Annual Price Year 2014	Annual Price Year 2015
	Filtration Plant, Kingsley Park, Huron Avenue Maintenance, Reservation planting beds 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 reservation compost/mulch according to specifications	Complete job			
9	Weekly litter pick-up and trash removal (turf areas, mulched areas, sidewalks, parking lots)	Complete job whole year			
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 weeding of all beds and tree wells at reservation according to specifications	Complete job (31 visits)			
14	Weekly sweeping or vacuuming of all sidewalks, paths, and concrete aprons. (Parking lots not included)	Complete job (31 visits)			

**File No.6020 Landscape Maintenance Program for Cambridge Water Department-
Thursday, February 21, 2013 @ 11:00 AM**

			Annual Price Year 2013	Annual Price Year 2014	Annual Price Year 2015
	Maher Park/Northeast Sector/Concord Ave Maintenance Program				
15	Spring clean up	Complete job			
16	Fall clean up	Complete job			
	Apply fertilizer (furnished by City) at rate of 1 lb N per 1,000 SQFT				
17	Spring (April through June)	Complete job			
18	Summer (July and August)	Complete job			
19	Fall (September through November)	Complete job			
20	Apply pelletized lime (furnished by City) at a rate of 50 lbs per 1,000 SQFT	Complete job			
21	Perform aeration and dragging of turf areas	Complete job			
22	Slice seeding of all turf areas (seed provided by City)	Complete job			
23	Weekly sweeping/raking of parking lot and paths at Maher Park, Lusitania Meadow, and Butterfly Meadow	Complete job (31 visits)			
24	Weekly sweeping/vacuuming Concord Ave sidewalks	Complete job (31 visits)			
25	Weekly mowing and trimming of Maher Park	Complete job (31 visits)			
26	Fresh Pond Shoreline cutting	Complete job			
27	Vacuuming and flushing of flexi pave surfaces	Complete job			
28	Weekly litter pick up & trash removal at Maher Park, Community Garden, Butterfly Meadow, Lusitania Meadow and Concord Avenue sidewalks.	Complete job whole year			

Name of Bidder: _____

Item	Description		Annual Price Year 2013	Annual Price Year 2014	Annual Price Year 2015
29	Reservation Small tree and shrub pruning according to specifications	Complete job			
	Reservation fence line cutting according to specifications				
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/management program	Complete job (12 visits)			
35	Reservation meadow management program	Complete Job (12visits)			
36	Reservation Woodland management program	Complete Job (12 Visits)			
37	Reservation Plant Health care Program	Complete job (10 visits)			
38	Weekly emptying and lining of trash cans at Fresh Pond Reservation/Maher Park	Complete job whole year			
	Payson Park Reservoir Maintenance				
39	Spring clean up	Complete job			
40	Provide and install compost/mulch according to specifications	Complete job			
41	Fall clean up	Complete job			
42	Small tree/shrub pruning According to specifications	Complete job			

Item	Description		Annual Price Year 2013	Annual Price Year 2014	Annual Price Year 2015
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 trash removal on turf , planting beds& parking lot	Complete job Whole year			
44	Weekly emptying of and lining of trash cans at Payson Park Reservoir	Complete job whole year			
	Fresh Pond Golf Course Landscape Maintenance				
45	Spring clean up	Complete job			
46	Fall clean up	Complete job			
47	Weekly weeding of all golf course beds& planting areas	Complete job			
48	Provide and install compost/mulch according to specifications	Complete job			
49	Golf course Small tree and shrub pruning according to specifications	Complete job			
50	Weekly trash removal on Huron Avenue, Blanchard Road	Complete job Whole year			
51	Trapelo Road Dam flail mowing	June Cut			
		November Cut			

Item	Description		\$ Annual Price Year 2013	\$ Annual Price Year 2014	\$ Annual Price Year 2015
52	Twice yearly spillway and detention basin cutting				
		June cut			
		November cut			
	Hobbs Brook Dam Maintenance				
53	Spring mowing (May)	Complete Job			
54	Summer Mowing (July)	Complete Job			
55	Fall Mowing (August – September)	Complete Job			
56	Winter Mowing (October- November)	Complete Job			
57	Hobbs brook Dam Flail mowing				
		June Cut			
		November Cut			
	Stony Brook Dam Maintenance				
58	Spring Mowing (May)	Complete Job			
59	Summer Mowing (July)	Complete Job			
60	Fall Mowing (August- September)	Complete Job			
61	Winter Mowing (October- November)	Complete Job			
62	Stony Brook Dam Flail mowing				
		June Cut			
		November Cut			

	Description	Item	\$ Annual Price Year 2013	\$ Annual Price Year 2014	\$ Annual Price Year 2015
	Stony Brook Barn Maintenance				
63	Spring Clean up	Complete job			
64	Fall Clean up	Complete job			
65	Barn Mowing	Complete job (14 times)			
66	Reservation Irrigation startup and winterization	As described on page 21 enter total price			
	Total Annual Price for Maintenance Year (Items 1-66)				

Additional Labor Prices (Items 1-25, Appendix B)

The number of hours, sqr feet and the number of yards referenced is an anticipated annual number subject to change. The City reserves the right to increase or decrease the actual number of hours/sqr feet/number of yards required per year at no additional cost to the City. All prices submitted must remain firm for a period of three years.

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

Additional labor 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. 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 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.

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.

Reservation Snow Shoveling (Items 1-4, Appendix B)

Contractor is responsible for clearing snow off on or around the following site furnishings and structures as listed. Snow will be cleared the day after any snow storm of 2" or greater. If a snow storm falls on a Saturday or Sunday snow will be cleared the following Monday. All clearing is to be done by hand shoveling, or with the use of a snow blower.

Trash cans
Mutt Mitt dispensers
Recycling bins
Bike racks
Kingsley Park Bridge sidewalk
Lusitania meadow pipe gate
Blacks Nook bulletin board
Concord Avenue bus stops
Concord Avenue trash cans
Blanchard Road Sidewalk
Kingsley park sidewalks
Kingsley park bulletin board
Treatment plant parking lot sidewalks
Maher park sidewalks
Ranger station entrance and sidewalks
Treatment plant entrance and sidewalks
Payson Park gatehouse stairs and trash cans

Contractor will apply sand or ice melt as directed

Contractor will use own vehicle and hand equipment for snow removal

CWD will supply all sand and ice melt if needed

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

Graffiti Control (Items 5-6, Appendix B)

Contractor will be responsible for removing or painting over graffiti and removing tape or stickers on the following site furnishings and structures as listed, and when directed.

Fresh Pond Reservation:

- Trash cans &lids,
- Recycling bins,
- Water fountains
- Mutt mitt dispensers' signs and posts,
- Bulletin boards posts and bulletin board case (approximately three)
- Informational signage,
- Regulatory signage,
- Wooden guard rails,
- Wooden benches, Stone benches, and plastic benches.
- Huron avenue gatehouse walls,
- Huron avenue gate house door &windows,
- Weir meadow vault door.
- Bike racks

Payson Park Reservoir:

- Trash cans and lids,
- Payson park gatehouse doors (three gatehouses)
- Payson park vent tubes

Graffiti will be controlled in the following manner. Graffiti on signage will be removed using a spray on, wipe off chemical graffiti remover, Graffiti on trash barrels and lids will be painted over. Graffiti on doors or painted brick walls will be painted over. Graffiti on wooden structures such as guard rails, benches, and wooden signs will be sanded.

Contractor will supply labor and safety equipment, such as gloves, safety glasses and masks. CWD will be responsible for supplying matching paints, rollers, brushes and graffiti removal sprays. If sanding is required CWD will supply necessary generator and electric sander.

Graffiti removal will commence within 48 hours of notification by the Fresh Pond Reservoir System Manager.

Offensive graffiti will be removed immediately

Contractor is responsible for cleaning and returning any brushes rollers or pans used in graffiti removal or painting.

Installation of Perennials, Ground covers, and Small shrubs- (Items 7-12 Appendix B)

Contractor will provide a two person crew fully trained and equipped to install the following to American Nurseryman standards:

Perennial Bulbs

1-2 gallon flower, perennial or shrub

3-6 gallon flower, perennial or shrub

Installation of sod including sub grade

Installation of contract specified mulch

Division and transplantation of perennials

CWD will supply all plant material except sod.

Brush Cutting/Right of Way Clearing (Items 13-15 Appendix B)

Contractor will supply a two person crew fully trained and equipped to manually cut and remove brush, briar and other herbaceous material growing along watershed property fire roads, boundaries, and easements. Crew must be able to work independently in rough terrain. Crew must come with own four wheel drive vehicle, and be able to interpret property plans and maps. And be equipped with the following: brush saws, chain saws pole saws, and walk behind brush cutter.

Sign Post Installation (Items 16-17 Appendix B)

Contractor will supply a two person crew fully trained in the installation of wood and metal sign posts. Crew must come with vehicle and all hand tools needed to install wood sign posts up to 5" in diameter and hand drive metal stakes and sign posts as directed. Items 16-17

All sign post holes will either be hand dug with a post hole digger or with the use of a gas powered earth auger with a 4"-6" bit.

The Water Department will supply all sign posts and any material needed for backfill.

Name of Bidder: _____

Crew must come with own vehicle and be cable of working independently

Additional Plant Health Care/Fertilizer Application- (Items 18-25)

Should any additional plant health care work, or additional chemical applications be needed the contractor will be provide a technician at the following rates.

Estimated

This area is intentionally left blank.

Appendix B. Additional Labor Prices

ITEM	DESCRIPTION	Estimated Annual	Hourly Rate	Total Value
	Reservation Snow Shoveling Landscape Personnel and Equipment			
1	Two (2) person snow shoveling/blowing crew with equipment	250 hours		
2	Operator with ¾ ton four wheel drive truck equipped with eight foot plow & truck mounted deicing pellet spreader	16 hours		
3	Operator with one-ton four-wheel-drive truck equipped with snow plow & sander	16 hours		
4	Operator with skid steer loader-equipped with hydraulically powered snow blower & snow plow	16 hours		
	Graffiti Control			
5	Two person Graffiti removal crew with vehicle	100 hours		
6	One person graffiti removal crew with vehicle	100 hours		
	Installation of Perennials, Ground Covers and small shrubs			
7	Two person landscape installation crew with hand equipment	150 hours		
8	Additional landscape laborer	300 hours		
	Furnish and install sod including sub grade preparation			
9	2000 SQFT	2000sq ft	Per sq ft	
10	Provide and install compost mulch 10 yards	10 yards	Per yard	
11	Provide and install compost mulch 50 yards	50 yards	Per yard	
12	Provide screened loam	10 yards	Per yard	

Name of Bidder: _____

**File No.6020 Landscape Maintenance Program for Cambridge Water Department-
Thursday, February 21, 2013 @ 11:00 AM**

	<u>Brush Cutting/Right of Way Clearing</u>	Estimated Hours	Hourly Rate	
13	Two person right of way clearing crew with hand equipment	300		
14	Additional landscape laborer	75		
15	Boom mounted flail mower with operator(price includes pick up and drop off)	16		
	<u>Sign Post Installation</u>			
16	Two person sign post installation crew with hand equipment	100		
17	Additional landscape laborer	50		
	<u>Plant Specialist</u>	Estimated Hours	Hourly Rate	
18	Plant health Care Technician with equipment(category 36 license)	100		
19	NEWFS Wetland Management Technician	200		
20	Two person meadow management crew	200		
21	Two person woodland management crew	200		
22	Licensed pesticide applicator	100		
23	Motorized turf sprayer with operator (15' boom)	16		
24	Utility vehicle mounted top dresser with operator	16		
25	Additional fertilizer applications to facility grounds, Parkway, Kingsley Park, Huron Avenue, Maher Park ,and DCR rotaries(fertilizer supplied by City)	1 application	1 application	

TOTAL ITEMS 1-25 \$ _____

Name of Bidder: _____

Price Summary Sheet

Appendix A

Total Annual Price for Maintenance Year 2013 \$_____

Total Annual Price for Maintenance Year 2014 \$_____

Total Annual Price for Maintenance Year 2015 \$_____

Total Labor prices items 1- 25 Appendix B.

Total per year\$_____X 3 Years =\$_____

Total Bid Submitted \$_____

Total Bid Submitted in words:_____

Signature of Bidder:_____

Email Address:_____

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
Debarment 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 Contractor 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 Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor 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 Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract 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 Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

This form must be submitted 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 Signature
signing quotation, bid or Proposal)

(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: _____

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 yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

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;

(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.

**2.121.070Community 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, a _____ duly organized 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 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.

Name of Bidder: _____

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:

Nancy E. Glowa
City Solicitor

Signature and Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

Name of Bidder: _____