

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.
FILE NO: 6301	
COMMODITY: Park Maintenance at Danehy Park	
NAME OF BIDDER:	
<u>BIDDER'S FED. ID.</u>	

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 23, 2014**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, Massachusetts at 11:00 a.m. on **Thursday, February 13, 2014**. **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 website, [www.CambridgemA.gov](http://www.CambridgemA.gov), Online Services, Purchasing Bid List, Invitation for Bid, File No. 6301.**

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 "Park Maintenance at Danehy Park" **opened at 11:00 a.m. on Thursday, February 13, 2014**". **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: \_\_\_\_\_

Email address: \_\_\_\_\_

**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 all work on Maintenance for Danehy Park, North Cambridge, MA all in accordance with the attached specifications and following proposal schedule.

**If Contractors wish to view the Irrigation as-built site drawings please contact Keith Fay @ phone 617-349-4895.**

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

The Year 2014, 2015 and 2016 prices must remain FIRM during the entire contract period.

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

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.**

#### **Questions**

Questions concerning this Invitation to Bid must be submitted in writing and faxed to the Office of the Purchasing Agent, Fax #617-349-4008. All questions must be submitted no later than **Thursday, February 6, 2014 by 4:00 p.m.**

Please check the website for Addendums before submitting your bid to the City. **Bidders will not be notified individually of Addendums.** Please check the bidders list on the website. If your firm is not listed on the bidders list click on "Vendor Registry" and notify us that you have downloaded the bid document.

#### **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 \$14.51 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.

Name of Bidder: \_\_\_\_\_

**TECHNICAL SPECIFICATIONS FOR DANEHY PARK LANDSCAPE MAINTENANCE**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

- A. Furnish all labor, equipment and materials required for complete and continuous site maintenance of active and passive lawn and meadow areas, plants and planting beds, wetland area, vent trench, trimming, seeding and sodding, infield grooming, artificial turf fields grooming, art area maintenance, portable toilets, and other maintenance activities for the Park and as specified herein and as observed at pre-bid site visits.
- B. Contractor shall become fully informed and familiar with existing conditions of the site before submitting his /her bid. No claim for extra compensation will be allowed on account of actual conditions inconsistent with those assumed.
- C. Contractor shall closely inspect entire park including the polyresin track, artificial and natural fields, lawns, plantings, public art, play areas and irrigation systems within the park limits to become thoroughly familiar with existing conditions prior to commencing work. Any damage observed will be fully documented in the Contractor's initial report. If not documented, the damage repair will become the responsibility to repair at no cost to the City.
- D. Coordination during maintenance periods with other maintenance tasks performed by Park Superintendent of Danehy Park and other Contractors employed by the City. The City plans to reconstruct Soccer field #3 as an artificial turf field in Spring 2015.
- E. Perform all site maintenance activities as specified herein and as authorized on the Maintenance Task Schedule attached.
- F. Contractor is expected to have a daily presence five days per week. Contractor may need not be present the entire day, but must check-in with the Danehy Park Superintendent. Subcontractors must also check-in with the Danehy Park Superintendent during each site visit in order to receive credit for work activities.

**1.02 RELATED DOCUMENTS AND ATTACHMENTS**

- \*Submit these forms with your bid.**
- General Provisions of the contract
- Technical Specifications
- \* Mandatory Equipment List (Sec. 3.15, pg 32)**
- \*Quality Requirements**
- \*Statement of Bidders Qualification**
- \*Price Proposal**
- \*Schedule of Values**
- \*Tax Compliance/Anti-Collusion Statement**
- \*Cori Compliance Form**
- Cori Policy
- Cori Ordinance
- Living Wage Ordinance
- Articles of Agreement Sample

Name of Bidder: \_\_\_\_\_

A. Attachments. The following Attachments are available to download/view by clicking on the separate attachment when viewing this Invitation to Bid on line. Copies of the attachments are included at the end of this document.

1. Maintenance Task Schedule
2. Weekly Maintenance Report Form
3. Meadow/Wildlife Area Management Monitoring Form
4. Chemical Application Report Form
5. City of Cambridge Pesticide Policy
6. General site plan of Danehy Park and St Peter's Field

**1.03 REFERENCE STANDARDS**

- A. Examine all other sections of the specifications and available drawings for a clear picture of site conditions and maintenance requirements. Cooperate with the Cambridge Department of Human Services and other City agencies for coordination of athletic programming and schedule of events.
- B. ANSI Z133.1 Safety Requirements for Tree Care Operations, 1988 or latest edition.
- C. ANSI A300 Tree, Shrub and Other Woody Plant Maintenance – Standard Practices, 1995 or latest edition.
- D. City of Cambridge Pesticide Policy.
- E. City of Cambridge Integrated Pest Management (IPM) Plan
- F. Chapter 85 of the Acts of 2000: An Act Protecting Children and Families from Harmful Pesticides.

**1.04 SAMPLES AND SUBMITTALS**

- A. Samples with product literature shall be submitted to the Danehy Park Superintendent and CDM Smith, as part of the weekly report prior to the ordering of material. Indicate product source, purpose, concentration, timing, method of application and frequency of application.
- B. Submittals to Park Superintendent:

**1.05 SOIL TEST SAMPLES AND ANALYSIS**

- A. Composite soil samples (4), each composite sample consisting of at least three (3) soil samples from each athletic field area, the sledding slope, and the large lawn areas (which includes Danehy Park, St. Peter's Field, Garden Street Glen Park), shall be tested as follows:
  1. One composite of the 2 ball fields at St. Peters.
  2. One composite sample from Garden Street Glen Park and passive areas of St Peter's Field.

**Name of Bidder:** \_\_\_\_\_

3. One composite sample from the 3 ball fields at Danehy Park.
  4. One composite sample from the sledding slope and hilltop art area, and other passive areas at Danehy Park.
- B. Contractor shall take samples in early August from various on-site locations as approved by the City and submit sample results and fertilizer recommendations from a City approved testing company. Laboratory result and recommendations shall be provided to the City by mid-September.
  - C. Soil samples shall be taken yearly as part of the yearly maintenance period by the Contractor to determine pH adjustment, if needed and fertilizer requirements for the fall/spring/summer applications following the test.
  - D. Two Copies of each soil analysis and **recommendations for and fertilizer applications including nutrient and pH adjustments over the next year** shall be provided to the Danehy Park Superintendent and CDM Smith for review and approval by mid-September of each year. The results/recommendations of the soil testing agency shall be incorporated into the maintenance program for the fall applications and following year as approved by the City.

**1.06 NOTIFICATIONS, WRITTEN WORK REPORTS AND SITE WALKS**

- A. **Prior to Starting Work and no later than March 30<sup>th</sup> - Contractor shall submit a report to the Danehy Park Superintendent that will cover the conclusions and observations made during the site walk prior to starting work.** Report shall include a maintenance Task Schedule similar to the sample schedule provided herein but the schedule shall be adjusted by Contractor to cover exact calendar dates by year, special conditions, anticipated site work by others, damaged site features prior to Contractor's operations, and/or problems at that time. The final report and schedule will be reviewed and approved by the Danehy Park Superintendent.
- B. **Written Weekly Work Schedule and Report - Contractor shall provide a written weekly work schedule and report to the Danehy Park Superintendent on the Friday before the schedule is to take effect. The Weekly work Schedule shall cover a five-day work period from Monday through Friday and include such information as the time and place where the work crew can be found. Contractor shall notify the Danehy Park Superintendent at least twenty-four (24) hours in advance of all site maintenance activities that are different than those reported in the Weekly Work Schedule to ensure no conflicts with scheduled activities at the site. All maintenance work reports must be turned into the Danehy Park Office, Sherman Street, Cambridge, MA 02139 by 9:00 a.m. Monday each week. Failure to turn in reports by the above deadline will result in a delay in payment or non-payment due to the lack of verification. (A sample of the form to be used is appended to the specifications and available for inspection at the Danehy Park Office).**
- C. Contractor shall schedule four site meetings and walks with City staff and CDM Smith, as shown on task schedule, to discuss anticipated work and review completed maintenance activities for compliance with specifications.
- D. Contractor and Subcontractors shall sign in with the Danehy Park Superintendent at his office on a daily basis when work is being performed at the site.
- E. Paper posting and barriers regarding chemical application in accordance with state law, City of Cambridge Pesticide Policy, and at least one posting per use area or athletic field.

- F. Payment requests shall be submitted monthly based on approved weekly work reports and shall include copies of weekly work reports and wetlands monthly report.
- G. All work shall be coordinated with other park improvement projects and scheduled activities with the Danehy Park Superintendent.

**1.07 EQUIPMENT AND MATERIALS**

- A. Contractor shall furnish new or adequate and sufficient equipment in accordance with the equipment list. Equipment shall be built specifically for the purpose intended. Such equipment shall be efficient, appropriate and large enough to secure a satisfactory quality installation of materials and at a rate of progress which will ensure the completion of the work within the Contract Time and to the quality standards as approved by the Danehy Park Superintendent.
- B. Prior to installation of materials, equipment used for installation must be in accordance with equipment list submitted with bid and approved by the Danehy Park Superintendent. Failure of the Danehy Park Superintendent to make such approvals, shall in no way relieve the Contractor of his/her obligations to secure the quality of the installations and rate of progress required. Contractor shall maintain said equipment for the proper execution of the work.
- C. No equipment, oil, gasoline, fertilizer, or other chemicals shall be stored overnight on the site unless due to special circumstances and approved by the City. Equipment shall only be refueled on paved surfaces and shall not be refueled on any turf or vent trench areas.
- D. Mowers - Mowers must be as outlined in the equipment list and shall be well adjusted and the blades sharp. Blades shall be sharpened a minimum of twice a month prior to start of mowing activities. Mower type shall create uniform specified turf height and shall not produce repeated scalping or wheel tracks/ruts.
- E. Aerators –
  - 1. Core aeration shall be done with a vertical-motion unit aerator with hollow tines or circular-motion unit with open spoons or hollow tines to shall extract soil cores or plugs of turf and earth approximately 1/2 - 3/4 inches in diameter and a minimum of 3 inches deep.
  - 2. Deep Tine aeration shall be done with a vertical-motion unit aerator with 1-1/4 inch diameter solid tines designed specifically for this purpose. Aerator shall penetrate and break up subsoil to 9 inches depth. Aerator shall have variable speed gearbox on unit to adjust walking action of tines, and shall have a rear filled rear roller to reduce surface disruption.
- F. Slice Seeders - Slice seeding shall be done by an approved commercial seeder that meters the seed onto the soil before the slicing action of the cutting blades pushes it into slits and equipped with a device that smoothes soil over the seed, or a type of seeder that cuts the slit first, then delivers the seed into the slits. Slit depth on the machine will be adjustable in 1/2 inch increments.
- G. Topdressers - Topdressing shall be applied with a commercially available, motorized sand topdresser specifically made to apply sand topdressing. Topdresser shall apply organic topdressing or sand/organic topdressing mix in continuous, uniform layers at the rates specified and shall not produce mounded or bare applications. Truck mounted sanders will not be considered for this operation.

- H. Any artificial turf field areas, track surfacing, public art, irrigation system components, paving, site furnishings, plant materials, fencing, walls, curbs, or any other items damaged on site by equipment owned, leased or otherwise used by the Contractor or his agent shall be reported immediately to the Danehy Park Superintendent and repaired or replaced within a reasonable period of time at the Contractor's expense in a manner approved by the City.
- I. No materials including loam or top dressing shall be stored on site without prior approval from the Danehy Park Superintendent. Under no condition shall materials be stored longer than 7 days, even if approved by City.

**1.08 COORDINATION OF MEADOW/WILDLIFE AREA MANAGEMENT PLAN**

- A. Contractor shall implement and coordinate a three-year management and maintenance activity work plan within the meadow/wildlife areas of the site. The work in the meadow/wildlife areas shall be performed by a wetlands specialist who is fully experienced in projects of this scope and whose main business is wetlands management such as Waterflowers Ecological Design, ATTN: Terry Bastian. Email address: Terrybastian@waterflowers.org Telephone: 501-663-2250 or approved equal. **It should be noted that Mr. Bastian will be out of the country during the bidding period and difficult to reach. Contractors wishing to utilize his services should carry a \$4000 cost in their bid.** Selection of the wetlands specialist shall be subject to the approval of the Danehy Park Superintendent and engineer since the program is part of a cooperative project with the Massachusetts Department of Environmental Protection. **Prior to the start of the annual program the wetlands specialist shall prepare management and submit to City and CDM Smith for review and approval.**
- B. Meadow/wildlife work activities shall include the following:
  - 1. An Assessment of existing conditions and Management Strategy to enhance wetland habitat, control invasives and enhance education potential including:
    - a. A site walk with the Danehy Park Superintendent and a representative from CDM Smith resulting in a written summary of the existing condition including highlights and issues to be addressed during the year. Report shall be presented to the Danehy Park Superintendent and CDM at a first site walk meeting in spring.
    - b. A plant and animal list of species that utilize the site.
    - c. A list of invasive or problematic plant species, control methods to be attempted, and status of control as appropriate.
    - d. A yearly report (3 hard copies and one electronic copy on CD) which reviews work of the current year and plans for the following year's performance including all information for monitoring and resource management, etc. shall be presented to and discussed with the Danehy Park Superintendent, no later than November 15 of each year.
  - 2. Resource Management
    - a. Maintain minimum ten percent (10%) of the normal water level as open water by hand scything several interconnecting pools leaving some sight lines yet most of the areas of open water hidden.

- b. Evaluate and introduce wetland vegetation species to maintain biodiversity and meadow/wildlife value as approved by the Danehy Park Superintendent and CDM Smith.
  - c. Remove by hand during regular visits, invasive exotic species such as *Phragmites australis* (Common Reed), *Lythrum salicaria* (Purple Loosestrife), *Trapa natans* (Water Chestnut), and other species identified by the Danehy Park Superintendent and CDM Smith.
  - d. Remove and dispose of any trash or debris found in the meadow/wildlife areas of the site (twice per month at time of monitoring.)
3. Monthly Monitoring
- a. **Twice each month (April through October the site shall be visited by the wetlands specialist to complete a monthly monitoring report. Wetlands specialist must sign in with Danehy Park Superintendent during each site visit. Failure to sign in with Danehy Park Superintendent or his designee shall void site visit and subsequent payment. Each report will be a compilation of two (2) site visits in the month and shall be submitted monthly with Contractor's weekly reports and request for payment.**
  - b. Complete monthly monitoring using the Monitoring Form appended to these specifications to keep records on visits, water level, pH, temperature (air, water, mud), dissolved oxygen and conduct in-water net drags ten (10) feet with a one (1) foot square net and note specimens collected.
  - c. At least twice per month keep records on bird sightings, plants of note, comments from park visitors and personnel about the meadow/wildlife area management plan, work accomplished and work planned.
  - d. No payment for wetlands management will be made unless monitoring reports are submitted with each request for payment.
4. Annual Report
- a. Prepare and submit Annual Report (**3 hard copies and one electronic copy on CD**) to Danehy Park Superintendent which includes all monthly reports, a summary of findings, information on educational tours, and a proposed plan for the following year.

PART 2 MATERIALS

2.01 WATER

- A. Water and irrigation system used in this work shall be furnished by the City at no cost to the Contractor. If needed, hose and other watering equipment required for the work shall be furnished by the Contractor.
- B. If a water source is not available at certain locations on site, Contractor shall provide water by whatever means necessary, utilizing limited on-site hydrants or other means, at Contractor's own expense. City will furnish water for contractor's use at no cost. Contractor shall not waste water and shall coordinate water use with the Danehy Park Superintendent.

2.02 BARK MULCH

- A. Bark mulch shall be pine bark mulch, aged a minimum of six (6) months and maximum of twelve (12) months. The mulch shall be brown in color, free of chunks and pieces of wood thicker than one-quarter inch. Mulch must be free of stringy material and shall not contain, in the judgment of the Danehy Park Superintendent, an excess of fine particles. At least 30 days prior to installation, submit one (1) gallon sample for approval by the Danehy Park Superintendent.

2.03 TOPDRESSING

A. Sand Topdressing

- 1. Sand topdressing to be furnished shall consist of 'Root Zone Sand' as manufactured by Read Custom Soils, 888-475-5526, Canton, Massachusetts 02021 or equal. It shall be uniform, free from subsoil, or any other undesirable material.
- 2. Sand for topdressing shall be four grade topdressing sand and shall meet the following particle size distribution:

Sieve Size:		% Retained on
US Standard Sieve No.	USDA mm	Sieve
#10	2.0	0
#18	1.0	5-10
#35	0.5	25-30
#60	0.25	45-50
#80	0.18	10-15
#100		0.15 0-5
#140		0.10 0-3
#270		0.05 0-1

B. Organic Topdressing

- 1. Organic topdressing shall be provided by Read Custom Soils at (888-475-5526) Canton, Massachusetts or approved equal.
- 2. Compost shall be from Merrimack, NH agitated bed composting system or equal. Compost shall be derived from biosolids (treated sewage sludge), and meet all State Environmental Agency requirements. The product shall be well composted (aged at least 6 months), free of viable weed seed and contain material of a generally humus

nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

3. Compost shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	6.0-7.0
Moisture	35% - 55%
Soluble Salts	<2.5 mmhos/(dS)
C:N ratio	15 – 30:1
Particle Size	<3/8"
Organic Matter Content	>70%
Bulk Density	<1000 lbs/cubic yard
Foreign Matter	<1% (dry weight)

4. Compost generator shall also provide minimum available nitrogen and other macro and micro nutrients at least 30 days before delivery to site for contractor to determine any changes in fertilizer requirements of turf when compost is being applied.

- C. Contractor shall submit samples, chemical analysis, pH, and sieve analysis, etc. as specified above for Danehy Park Superintendent's approval prior to delivery to the site.
- D. Contractor shall apply premixed 80% compost/20% sand blend by volume to sports fields in accordance with specifications and task schedule. 80/20 mix shall be blended at the source and shall not be mixed on site. Sample of mix and test results shall be provided at least 30 days prior to delivery and use. The contractor shall apply a 100% compost topdressing mix to the seeded areas of Garden Street Glen during spring seeding activities.

**2.04 ADMIXTURES**

- A. Commercial fertilizer shall be LESCO Fertilizer Products or approved equal and shall conform to applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry, free flowing and delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted. Percent slow release as shown above shall be percent slow release by weight of the nitrogen contents of the fertilizer, and derived from organic materials. At least fifty percent (50%) by weight of the nitrogen contents of the fertilizer shall be derived from organic sources.
- B. If required, pre-emergent herbicide shall be Betasan or Pendimethalin or equal and weed control shall be Confront or equal, and all weed controls shall be applied subject to the approval of the Danehy Park Superintendent, the City of Cambridge Pesticide Policy, and state law.

**2.05 SEED MIXES**

- A. Seed shall be labeled in accordance with USDA Rules and Regulations under the Federal Seed Act and applicable state seed laws. The seed shall be furnished in sealed bags or containers bearing the last date of germination, which date shall be within a period of six (6) months prior to commencement of seeding operations.
- B. Seed mixture shall be fresh, clean, new crop seed. Seed may be mixed by an approved method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original, sealed containers that shall bear the dealer's

guaranteed statement of the composition of the mixture and the percentage of purity of each variety. Labels shall be furnished to Danehy Park Superintendent for verification of specified seed.

- C. Prior to sowing seed, original manufacturer's certificate of compliance to the specified seed mixes shall be furnished to the Danehy Park Superintendent for verification of specified seed.
- D. Each variety of seed shall have a purity of not less than eighty-five percent (85%), a percentage of germination not less than ninety (90%), shall have a weed content of not more than one percent (1%) and contain no noxious weeds.
- E. **Prior to the start of work, the Contractor shall furnish the Danehy Park Superintendent with a certified statement as to the number of pounds of seed to be used at each location. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of seed in the Contractor's slice seeder and broadcasting equipment. Seed tags from all bags applied shall be furnished to the Danehy Park Superintendent at the time of seeding.**
- F. Lawn Area Seed Mix (Broadcast and Slice Seeding)
  - 1. The seed mixtures shall be by LESCO Seed Company, Waltham, Massachusetts 02453, (781) 893-6660, or equal.
  - 2. Lawn seed shall be composed of the following varieties or equal, mixed to the following proportions:

% by Wt.	Materials
80%	TRIPLEX PERENNIAL RYEGRASS BLEND including PROSPORT ALLSPORT II AND MANHATTAN 4 (or approved equals)
20%	KENTUCKY BLUEGRASS (approved varieties)

**2.06 SAND BASED SOD**

- A. Contractor shall notify Danehy Park Superintendent of sod grower and grass type prior to delivery to site for review and approval. Sod shall be grown by an established sod grower as approved by the Danehy Park Superintendent at least 30 days prior to delivery to site..
- B. Sand based sod (grown in sand or blend loaming sand) shall be from the same crop and from the same grower as approved by the Danehy Park Superintendent and CDM Smith. Furnish blended sandy loam sod consisting of the following:

MAX 80%	MULTI-BLEND KENTUCKEY BLUEGRASS (MINIMUM FOUR VARIETIES)
MIN 20%	CREEPING RED FESCUE AND/OR PERENNIAL RYEGRASS (APPROVED VARITIES) FROM ONE OF THE FOLLOWING SOD FARMS:

- (1) New England Turf Inc., West Kingston, RI, ME (800) 451-2900.
- or-
- (2) Gold Star Sod Farm and Nursery, Canterbury, NH (800) 648-TURF.
- or-
- (3) Tuckahoe Turf Farms, Canton, MA (800) 556-6985.
- or-

- (4) Winding Brook Turf Farm, Inc., Wethersfield, CT (800) 243-0232.  
or equal as approved by CDM Smith.
- C. Sand based sod shall be vigorous, well rooted, healthy turf, free from insect pests, disease, weeds, other grasses stones, bare spots, burned spots and any other harmful or deleterious matter.
- D. Sandy loam sod shall be grown in topsoil classified as loamy sand by the USDA textural classification system. The loam shall contain minimum 75% medium to fine sand by weight, and no more than 10% clay and silt combined as approved by the Danehy Park Superintendent and CDM Smith.
- E. Sod shall be machine stripped at a uniform soil thickness of approximately 1-in and not less than 3/4-in. The measurement for thickness shall not include top growth and thatch and shall be determined at the time of cutting in the field. Contractor shall notify the Danehy Park Superintendent of sod grower and grass type prior to delivery to site for review and approval.
- F. Individual pieces of sod shall be cut to an oversize width and length (minimum of 2 ft width x 50 ft length). Maximum allowable deviation from oversize widths and lengths shall be plus or minus 1-in on width and plus or minus five percent (5%) on length. Scalped or uneven rolls shall not be acceptable.
- G. Oversize sections of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section.
- H. Sod shall not be harvested or transplanted when moisture content is excessively dry or wet. This may adversely affect survival.
- I. Sod shall be harvested, delivered and transplanted within a period of twenty-four (24) hours unless a suitable preservation method is approved by the Danehy Park Superintendent prior to delivery. Sod not transplanted within this period shall be inspected and approved by the Danehy Park Superintendent prior to installation.
- J. Before stripping, sod shall be mowed uniformly at a height of 1-in to 2 -in.
- K. Furnish and install minimum 1" layer of Red Signature Classic Infield Mix, furnished by New England Specialty Soils, Massachusetts 01453, telephone (978) 230-2300, for the infield surfacing amendments on five (5) infields in the early spring, as indicated in the Maintenance Task Schedule and as approved by the Danehy Park Superintendent.
- L. Red Signature Classic Infield mix shall have a mechanical analysis of 50-65% sand 18-22% silt (.002 mm-.05 mm) and 15-20% clay (less than .002 mm)

Particle size requirements of Red Signature Classic Infield Mix

— ¼ inch	100% passing
Fine Gravel #10	<10%
Sand Fractions	
1.00 mm	3-8%
.25 mm	36-42%
.15 mm	3-6%
.05 mm	2-5%
Organic Matter	<0.5%

- M. Contractor shall provide sample and sieve analysis of material to the Danehy Park Superintendent for approval prior to delivery to site.

**2.07 WARNING TRACK AND PLAYER BENCH TOPDRESSING MATERIAL**

- A. Furnish and install minimum 1" layer of Barn Red Screenings furnished by New England Specialty Soils, Massachusetts 01453, telephone (978) 230-2300, for player bench and two warning track areas.

Sieve Analysis of Barn Red Screenings

Screen Size	Percent Passing
¼"	100%
#4	97 – 100%
#8	70 – 80%
#16	44 - 52%
#30	30 – 35%
#100	10 – 18%
#200	0 – 10%

- B. Contractor shall provide sample and sieve analysis of material to Danehy Park Superintendent for approval prior to delivery to site.

**2.08 RESILIENT WOOD SURFACING FOR PLAY AREAS**

- A. Material shall consist only of recently harvested North American hardwoods including oak, ash, poplar, hickory, beech, birch, and locust. All wood shall have been debarked and shall be free of soil, leaves, twig material and contaminates which hasten decomposition.
- B. The moisture content shall be between twenty-five percent (25%) and fifty-five percent (55%) by weight.
- C. No chemical treatment or additives are allowed.
- D. Positively no recycled wood from pallets or waste wood is permitted due to the possibility of contamination and risk or poor surface stability.
- E. Wood fiber resilient surfacing shall be Zeager Woodcarpet as distributed by M.E. O'Brien and Sons, 93 West Street, Medfield, MA 02052, or equal.

**2.09 VENT TRENCH MAINTENANCE AND REPAIR**

- A. As part of the lump sum price supplement, to be adjusted with supplemental unit price for actual quantities, add new crushed stone in areas where washouts of existing slopes have occurred or vent trench needs to be repaired due to siltation as directed by the Danehy Park Superintendent. Each year, furnish and install 20 tons of new stone to the slope washouts or vent trench repairs in areas directed by the Danehy Park Superintendent and CDM. As directed by the Danehy Park Superintendent in areas of vent trench siltation, Contractor shall remove - average of nine (9) in. layer of crushed stone down to existing geotextile or limit of siltation, install new filter fabric (Mirafi 140NC or equal) and add new crushed stone.
- B. Material shall match existing in size, gradation and color. Submit two (2) gallon blended sample, at least 30 days prior to furnishing materials on site for approval by Danehy Park Superintendent.

- C. In addition to monthly inspections, Contractor shall do trash pick-up and removal on a monthly basis and shall apply post emergent, non-selective herbicide such as Round-Up or approved equal to remove existing vegetation at vent trench three times a year during the active growing season in accordance with manufacturer's instructions and additionally, as required during the growing season to maintain the vent trench in a clear unvegetated condition as approved by the Danehy Park Superintendent, CDM Smith and DEP. Contractor shall also do pruning of vegetation overhanging vent trench and remove all leaves and other organic matter from stone trench during spring and fall cleanup of site.
- D. Remove all debris and live and dead vegetative growth in the vent trench by hand and legally dispose of removed materials off site as directed by the Danehy Park Superintendent. Contractor shall also remove all overhanging vegetation by hand as directed by the Danehy Park Superintendent and Engineer.

#### 2.10 PORTABLE TOILETS

- A. Contractor to furnish and maintain lockable, self-contained, single-occupant portable chemical toilet units, properly vented and fully enclosed in a fiberglass or other approved non-absorbent shell. Portable toilets shall be located in the shelters provided in the park for this purpose and shall be maintained according to the Maintenance Task Schedule.
- B. Toilets shall be new or in excellent condition and not be formerly utilized on construction sites. The Danehy Park Superintendent reserves the right to reject toilets, if they appear scuffed, dirty, contain graffiti, are in poor condition, or generally poor in appearance. All Toilet units furnished shall all be the same color and color shall be approved by Danehy Park Superintendent.
- C. Four (4) toilets shall be provided. Two of these shall be **full size** handicap accessible allowing wheel chair access within unit and two shall be standard size. Handicap toilets shall have adequate room to allow a wheelchair to make a full rotation within the unit.

#### 2.11 ARTIFICIAL TURF GROOMING/MAINTENANCE

- A. Contractor shall engage an infill artificial turf maintenance/grooming company/contractor to perform a Maintenance Service Program as specified below. The Maintenance Service Program shall be performed by personnel fully licensed, insured and prequalified by synthetic turf manufacturer. Turf grooming company must be approved in advance by turf manufacturer of field that they are acceptable to groom field and grooming will not impact field warranty. The groomer shall submit a letter from the manufacturer stating they are approved by the manufacturer to the city for review and approval at least 30 days before first scheduled grooming. Before first field grooming, the approved field maintenance/grooming contractor shall coordinate turf Manufacturer a site visit to walk field, and discuss field grooming approach and obtain manufacturer's approval. Results of meeting will be documented in meeting minutes prepared by turf field maintenance/grooming contractor and reviewed and approved by turf manufacturer and CITY. The turf field maintenance/grooming contractor shall coordinate annual visit to site by the manufacturer to inspect turf conditions, grooming activities and perform G-max testing on the field surface. Turf Manufacturer during site visit will inspect condition of the synthetic turf surfacing system including turf fibers, infill materials, and depth of infill, seams, painted lines, anchoring, drainage, attachment edging and attachments and advise owner in writing of any additional maintenance requirements needed to be accomplished by turf field maintenance/grooming contractor. Maintenance contractor shall be aware that there are two different turf manufacturers for the current fields. FieldTurf is the manufacturer and warranty holder of turf surface of Field 4 and UBU is the manufacturer of turf surface for Field 1 and 2. The city plans to construct an artificial turf field on field 3 in the spring of 2015 and manufacturer will be determined at time of construction.

- B. Contractor shall utilize Northeast Turf Hue, Inc., (207) 767-4522 (current turf installer and maintenance contractor of field 4) or approved equal (approved by turf manufacturer to maintain field warranty) to make turf maintenance/grooming visits as shown on task schedule for each field. Turf maintenance/grooming contractor will be required to obtain written approval from turf manufacturers as outlined above prior to any work.
- C. Based on field installation dates Field #4 will require 3 grooming each year for the 3 year maintenance program. Fields #1 and 2 will require 3 grooming per year in 2015 and 2016 since 2014 are being completed by manufacturer as part of installation contract. Field #3 will be constructed spring 2015 and completed by September 2015. Manufacturer will be required to complete 3 after installation groomings. Therefore groomings under this three year maintenance program will be limited to one in the Fall 2016.

**2.12 OFF LEASH AREA STONE MAINTENANCE AND TOPDRESSING**

- A. Contractor shall furnish and install 40 tons of stone topdressing in off leash area at Danehy Park as requested by the Danehy Park Superintendent in early spring as outlined in Maintenance Task Schedule. Stone shall be 3S stone furnished by Holliston Sand Company, Inc., P.O. Box 1168, Slatersville, RI 02876 (401) 766-5010.
- B. 3S stone or equal, shall have a sieve analysis as follows:

Screen Size	Percent Passing
#4	100%
#6	90-92 %
#8	50-56 %
#12	10-14%
#16	0-1%

- C. Contractor shall edge entire perimeter of existing fence lines, weed existing stone and remove any debris and foreign matter and then level existing stone materials by hand raking or other method approved by Danehy Park Superintendent on a monthly basis in accordance with Maintenance Task Schedule. Contractor shall also topdress existing stone uniformly, with 40 tons of specified stone, over the entire off leash area in a manner approved by Danehy Park Superintendent annually each spring in accordance with Maintenance Task Schedule. If additional stone is required, payment will be made in accordance agreed upon Supplemental Unit Prices,
- D. Work within off leash area shall be scheduled thru Danehy Park Superintendent to allow proper posting of area at least 72 hours in advance of work being performed, so area can be closed to prevent public access and use of area during contractor's work. All work activities shall be completed within 24 hours to limit closure of area.

PART 3 EXECUTIONS

**3.01 TASK FREQUENCY**

- A. Contractor shall perform tasks in a timely manner as appended to these specifications in the Maintenance Task Schedule.

**3.02 SPRING AND FALL CLEANUP**

- A. Spring cleanup shall be accomplished in accordance with maintenance task schedule and include the following:
  - 1. The pickup, removal, and disposal offsite of all trash and litter including but not limited to; leaves, sticks, sand, branches, stones, paper, cans, animal feces, litter, trash, etc.
  - 2. The sweeping or vacuuming of all hard surfaces including but not limited to; parking lots, walks, play areas, driveways, sidewalks, adjacent gutters, etc. at or directly adjacent to site.
  - 3. The filling depressions, ruts, holes in all turf areas and areas adjacent to pathways, to include the fields and active and passive areas to create safe and proper uniform grades with tamped loam and then seeding as directed by Danehy Park Superintendent.
  - 4. Contractor will also be required to fill depressions with tamped loam and overseed within 50 ft of pathways in Garden Street Glen as part of spring 2014 cleanup work as directed in field by Danehy Park Superintendent.
- B. Fall clean up shall be accomplished in accordance with maintenance task schedule and include the following
  - 1. 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.
  - 2. All hard areas, including but not limited to parking areas, walks, play areas, driveways, sidewalks, adjacent gutters, etc. at or directly adjacent to site, are to be swept, blown or vacuumed clean.

**3.03 TOPSOIL CONDITIONING FOR SAND BASED SOD INSTALLATION**

- A. Limits of wear areas for sod installation shall be staked in the field for approval and measurement by the Danehy Park Superintendent.
- B. Topsoil conditioning for application of sod shall be performed during those periods within the seasons which are normal for such work as determined by the weather and locally accepted practice, as approved by the Danehy Park Superintendent.
- C. Locate and protect irrigation heads. Care shall be taken to avoid damage to irrigation system components, including piping, during excavation, tilling, and grading activities. All damage by Contractor's operation shall be repaired as approved by the Danehy Park Superintendent at no cost to the City.
- D. All areas not receiving work shall be protected from damage and no equipment or materials shall be stored in these areas.

- E. At limits of work as indicated and marked out by the Danehy Park Superintendent, Contractor shall cut existing turf areas in a neat, continuous, straight line between new work areas and existing lawn areas to be retained. If areas are disturbed by the Contractor beyond the limits marked, the contractor shall be responsible to sod these areas at no additional cost to the owner. Strip existing turf clumps by cutting with a mechanical sod cutter or other method approved by the Danehy Park Superintendent. Apply 1-in minimum depth of organic topdressing as specified to the entire disturbed area.
- F. Plow under or rotary till topdressing to the full existing loam depth, approximately six (6) inches, using a tractor drawn bottom type land plow or approved rotary tilling machine depending on size of area as approved by the Danehy Park Superintendent. Plowing or tilling shall be done in a manner to ensure the full disturbance of existing loam surface including the interface with sandy gravel subgrade. **Contractor is hereby notified that he/she shall limit plowing or rotary tilling into the sandy gravel layer beneath existing loam (not to exceed 6-in) and shall not disturb the irrigation system.**
- G. Plowing or rotary tilling shall be in multiple directions not parallel or perpendicular to the contour. To ensure the proper blending of additives to existing loam, Contractor shall dig (by hand) test pits with the Danehy Park Superintendent present to observe the material preparation and ensure proper mixing, depth penetration and that no hardpan remains after plowing or tilling operations.
- H. After plowing or tillage, the subgrade shall be raked and any turf clods, sticks, roots, and stones one (1) inch or larger shall be removed. Subgrade surfaces shall be raked or otherwise loosened to achieve rough grading in preparation for application of additional topdressing if required to reach finish grades. Contractor shall verify grades in the field with grade stakes at a maximum of 50 feet on center, or at the edges of all disturbed areas using stakes and line levels if areas are less than 50 feet across. Grading shall be approved in field by Danehy Park Superintendent and CDM prior to installation of sod. Contractor shall maintain grades in true and uniform condition during sodding activities.
- I. Finished grades shall be to an elevation sufficiently greater than required so that after natural settlement and light rolling, the complete work will conform to the adjacent lines, grades, and elevations. No topdressing shall be spread in water or while frozen or muddy.
- J. Adjust irrigation sprinkler heads if required, to finish grades immediately following preparation of finish grades.

### 3.04 SOD INSTALLATION

- A. Sand based sod shall be placed on wear areas of athletic fields as staked and directed by the Danehy Park Superintendent.
- B. Sod replacement areas are allowed at minimum 5000 SF per location per year for a total of 35,000 SF. Unused sod allocations may be transferred between locations to the extent of wear are repair as directed by the Danehy Park Superintendent at no additional cost to the City.
- C. Schedules for sodding and fertilizing must be submitted to the Danehy Park Superintendent for approval prior to the work.
  - 1. Sodding, as specified herein, shall be accomplished in the period between June 15 and August 15, or November 15 and November 30 (weather permitting) based on park and field needs and use schedules as determined solely by the Danehy Park Superintendent Under no circumstances shall sodding take place when temperatures

exceed 90 degrees, or any later than November 30, or when the ground is in a frozen or muddy condition.

2. Contractor shall refer to the Maintenance Task Schedule included within the contract documents.
- D. The Contractor shall carry out removal of existing turf, soil preparation, sod replacement and watering in one continuous operation to be completed within seventy-two (72) hours.
- E. After all conditioning and preparation activities are performed and corrected, the soil shall be watered to at least a six (6) inch soil depth immediately prior to turf application. Always apply moist turf onto a moistened soil surface.
- F. Keep pallets of turf covered with wet burlap or hessian and stored in a cool, shady area, out of strong winds.
- G. Work over the top of installed turf on plywood boards to assist in good root-stem contact. Do not allow foot traffic directly on top of newly installed sod. Root-stem to soil contact can be achieved by using a roller or light plate compactor only if compaction activities do not dislodge or damage transplanted turf.
- H. Lay sod in straight lines. Place subsequent rows with staggered joints. Place each row parallel to and butted tightly against each other. Exercise care to ensure that sods are not stretched or overlapped and that all joints are butted tight in order to prevent voids. Obtain a smooth, firm surface at installation.
- I. Contractor shall coordinate use of in ground irrigation system and required irrigation with the Danehy Park Superintendent. Contractor shall water sod immediately after transplanting to prevent drying. No more than thirty (30) minutes after installation and tamping, sod shall be thoroughly watered to a depth sufficient that the underside of the new sod pads and soil immediately below sods are thoroughly wet. Contractor shall be responsible for adequate water during and after transplanting the sods. Sod shall be kept moist at all times. In the absence of adequate rainfall, watering shall be performed at least twice but preferably four times daily or as often as necessary after installation and in sufficient quantities to maintain moist soil to a minimum depth of four (4) inch for four to six (4-6) consecutive days. After six (6) days, watering may be progressively reduced to encourage deep rooting. Watering shall be done during the heat of the day.
- J. Interface between new and existing sod has straight, continuous finish grade edges. Do not create mounded finish grade transitions between existing and new sod areas.
- K. The Contractor shall be responsible for all sodded areas for a period not less than four (4) weeks after installation during the normal growing season or until a good, firm, healthy stand is established as specified herein and as approved by the Danehy Park Superintendent. Mark and maintain newly sodded areas with grade stakes and yellow caution tape to prevent use of field areas until sod is established and approved.
- L. Sodded areas not demonstrating satisfactory stands as determined by the Danehy Park Superintendent or as outlined herein shall be renovated, resodded and maintained, meeting all requirements as specified herein.

### 3.05 LAWN MAINTENANCE

- A. Location of work

1. Location of lawn maintenance activities for active play areas, shall include surface areas of all athletic fields and a minimum of twenty (25) feet beyond the foul lines and outfield limits or adjacent pathways, slopes or fencing adjacent to fields, whichever is greater. All other areas with turf and lawns on slopes and along pathways and roadways shall be considered as 'passive lawn areas', except as outlined below.
2. 'Wildflower slope areas' are not regularly mowed or fertilized except as noted elsewhere in this document.

B. Frequency of work

1. Maintenance work shall be performed in the frequency and at the times of year as outlined in the Maintenance Task Schedule appended to these specifications.

C. Type of work

1. Active play areas shall include soil analysis and testing, mowing and trimming, weed control, disease and pest control, deep tine and core aeration, fertilizing, broadcast and slice seeding, topdressing, dragging and installation of washed sod.
2. Passive lawn areas shall include mowing and trimming, weed control, disease and pest control, fertilizing, core aeration, and slice seeding. Mow 2-3 foot strip outside fences adjacent to pathways and along all tops of slopes. Trim and remove debris beneath fences and pathway edges at each mowing.
3. Mowed Natural areas that include mound and lawns adjacent to Briston Arms Apartments, St Peters Field natural area under trees beyond irrigated lawn area within pathway and along railroad tracks at New Street shall be mowed once/month and shall receive no other maintenance. At no time shall cuttings be allowed to broadcast into vent trench or pathways.
4. Wildflower slope areas and natural areas shall be mowed once per year in the fall. Maintain and protect larger naturalized trees as directed by the Danehy Park Superintendent. Trees and shrubs within the slope shall be pruned as needed and as directed to maintain a neat appearance and remove undesirable species. Phragmites and purple loosestrife shall be hand-cut and removed prior to mowing. Excess cuttings from mowing activities shall be removed from all mowed naturalized areas and disposed of off-site.

D. Soil Analysis and Testing

1. Soil samples and testing shall be as specified in section 1.05 above.
2. Contractor shall submit each composite soil sample to approved testing laboratory for pH and nutrient analysis and recommendations for review and approval by Danehy Park Superintendent prior to ordering materials or installation.
3. Results/Recommendations of the approved soil testing company shall be incorporated into the maintenance program, as specified above and approved by the Danehy Park Superintendent.

E. Mowing and Trimming

1. Before the first mowing in the spring as well as before each mowing, all debris, leaves, paper, and trash that have accumulated over the winter or between mowings, shall be picked up and legally disposed of off the property. This shall include complete trash

and litter cleanup of all fences, paved, lawn, naturalized and planting areas, within park area. Picked up items shall be legally disposed of off the site by the Contractor. This initial cleanup work shall be considered part of spring cleanup and weekly cleanup shall be part of mowing.

2. Before all mowing, Contractor shall familiarize him/herself with location of all in ground irrigation heads to eliminate potential for damage to possible exposed irrigation heads. Any damage to irrigation heads caused by Contractor's operations shall be repaired immediately at Contractor's expense.
3. The Contractor shall submit a mowing schedule for the season for approval by the Park Superintendent. All mowing will be scheduled for Thursdays. In the event mowing is changed to another day of the week, the mowing schedule will revert back to Thursday of the following week. Avoid mowing when the grass is wet. The Contractor must notify the Danehy Park Superintendent in advance of any changes in the approved schedule.
4. Mowing and trimming shall be performed not less than once per week, or when the grass is of sufficient length to produce clippings that are a maximum of one (1) inch long. Mowing intervals shall be spaced so that not more than one (1) inch of leaf blade is removed at any one time. At the time of cutting, keep mower blades adjusted for a finished cut height of between two to two and one half (2 - 2 ½) inches.
5. Areas around trees, shrub beds and other obstacles, and along fence lines at top of slopes shall be hand trimmed at the time of each mowing and neat lawn edges shall be maintained.
6. Mowing direction shall be varied with successive mowings to encourage upright growth of shoots.
7. Care shall be taken not to damage irrigation system, artificial turf fields, fencing, polyresin track, hilltop art, tree trunks, walls, curbs, benches, or other site improvements, when mowing and trimming. If any of these are damaged, the Contractor shall repair the damage or replace the plant or improvement at no cost to the City in a manner approved by the City. All damage shall be reported to the Danehy Park Superintendent, regardless of cause on the Weekly Work Schedule.
8. Clipping removal
  - a. Clippings from mowing of sports fields and other weekly mowed areas, need not be removed as long as they do not remain as objectionable clumps or layers on turf surfaces as determined by the Danehy Park Superintendent. Cut clippings shall fall into the turf without reducing turf grass quality or create smothering or shading of existing turf. If clippings are determined by the Park Superintendent to be objectionable, Contractor will be required to bag/remove and legally dispose of all clippings after each mowing at no additional cost to the City.
  - b. Contractor shall remove and legally dispose of all clippings after each mowing in areas as follows:
    - 1) All clippings are to be raked from, play areas, planting areas and pavements and be removed from the site.
    - 2) Clippings shall be removed from artificial turf field areas, polyresin track, pathways, concrete and bituminous walks, curbs and from all manholes and catch basins after each mowing by sweeping or blowing.

- 3) At no time shall cuttings be allowed to broadcast into vent trench or onto artificial turf fields.

F. Weed Control for Active Fields Areas

1. When weeds occur, they should first be identified and the appropriate selective herbicide selected by the University of Massachusetts. Application will be carried out by a state licensed applicator employed by the Contractor as recommended by the Experiment Station and approved by the Danehy Park Superintendent and in accordance with the City of Cambridge Pesticide Policy and the Commonwealth of Massachusetts Children's Protection Act of 2000.
2. The site has areas of crabgrass and other weeds that the Contractor shall be responsible for controlling with a pre-emergent and weed control as part of the fertilizer application program only within all active field areas. Contractor shall comply with City of Cambridge Pesticide Policy and the Commonwealth of Massachusetts Children's Protection Act of 2000.

G. Disease and Pest Control for Field and Turf Areas

1. The Contractor shall notify the Danehy Park Superintendent of any diseased or distressed grass areas and provide treatments as required to address the pest or disease problem in accordance with the City of Cambridge Pesticide Policy and the Commonwealth of Massachusetts Children's Protection Act of 2000.

H. Aeration, Fertilizer, Lime, Broadcast and Slice Seeding, Topdressing and Dragging

1. Topdressing and slice seeding shall always be performed within twenty-four to thirty-six (24-36) hours after aeration.
2. Mow lawn turf height to 1-1/2 - 2 inches immediately prior to aeration.
3. Aeration
  - a. Prior to aeration of fields with automatic irrigation systems the Contractor shall notify the Danehy Park Superintendent to assist in determining the locations of all in-ground lawn sprinkler heads. Owner shall furnish a site plan showing layout of in-ground sprinkler system. Contractor shall mark locations of all irrigation sprinkler heads and shall be familiar with location of in-ground irrigation system to eliminate potential for damage to overall system and irrigation heads. Any damage to the irrigation system caused by the Contractor shall be repaired immediately at Contractor's expense.
  - b. Core Aeration Coverage: Twenty five to thirty open cores per square foot. The aerator shall make two (2) passes at right angles to each other so that cores are located approximately 2 inches on center. The soil cores shall be allowed to partially dry prior to being broken up by a steel mat or chain link drag mat and raking any excess or unsightly material.
  - c. Deep Tine Aeration shall be set for 9-in. penetration. If rocks or other large objects are encountered, aerator shall be recalibrated for less penetration until an acceptable pass is performed with a minimum depth of 6-in. This condition shall be noted and at the time of the next scheduled aeration, tine depth shall be increased to the maximum depth without pulling up rocks. Tine depth shall be increased on fields for subsequent aeration operations until depth of 9" is achieved. Deep tine aerator shall only make one pass. Two passes shall be

made in high wear areas as approved by Danehy Park Superintendent. Topdressing and slice seeding shall be performed immediately after deep tine aeration.

- d. Contractor shall perform deep tine aeration at least one (1) time per year and core aeration at least one (1) time per year on the active ball fields, and core aeration one (1) time per year in the passive lawn areas as described in the Maintenance Task Schedule appended to these specifications. Due to the schedule construction of an artificial turf field on soccer field #3, no aeration is anticipated for this field. Contractor shall also core aerate Garden Street Glen area under trees to perimeter fence in spring 2014, as directed in the field by Danehy Park Superintendent.
  - e. Make sure soil moisture conditions and weight adjustment on the aerator favors deep penetration prior to core aeration as approved by the Danehy Park Superintendent.
4. Lawn Fertilization Program
- a. Prior to application of fertilizer, coordinate locations of application adjacent to wetland area with wetlands specialist responsible for meadow/wildlife area management and application limits in Garden Street Glen passive area with Danehy Park Superintendent.
  - b. When fertilization is to be accomplished immediately after aeration, aeration cores must be dry. Fertilizer and seed shall be applied immediately after aeration as noted in 7b in the methods and at the rates specified or otherwise approved by Danehy Park Superintendent based on soil test results and site visits to determine need for broadleaf weed control.
  - c. All fertilizer shall be evenly distributed and watered using caution that the water does not wash away the fertilizer and cause it to concentrate in areas.
  - d. The Contractor shall be responsible for furnishing soil tests and notifying the Danehy Park Superintendent for final approval so the Contractor can proceed with furnishing and applying commercial fertilizer at the rates recommended by the soil analysis but not less than the rates and frequencies as specified herein.
  - e. Fertilizer applications for turf areas shall be five (5) times per year as indicated on the Maintenance Task Schedule, a minimum of six (6) weeks apart or as noted in the schedule below and as approved by the Danehy Park Superintendent. Fertilizers shall be furnished by LESCO, furnished by John Deere Landscapes (978) 361-5342, or approved equal, with nutrient values as outlined below:
    - 1) 19-0-11 (30% slow release) w/Pendimethilin pre-emergent crabgrass control applied early April 1-10
    - 2) 18-0-4 w/ Lockup Extra (broadleaf weed control (30% slow release) applied late May 15-31
    - 3) 25-0-6 w/5% Iron (Fe) (50% slow release) applied June – early July
    - 4) 218-0-18 (50% slow release) w/ 4% Iron (Fe) (50% slow release) applied early Sept 1-10
    - 5) 32-0-10 w/2% Iron (Fe) (75% slow release) applied late Oct. 15-31

Note slow release shall be Poly Plus Sulfer Coated Urea or approved equal. Need for broadleaf weed control in application 2 must be field verified in accordance with City Pesticide Policy before ordering fertilizer.

- f. Fertilizer application rates for turf areas shall be in accordance with manufacturer's instructions but may be altered based on soil test recommendations as approved by the Danehy Park Superintendent and CDM Smith. A copy of the August 2013 soil testing results will be made available to contractor, if requested, from Danehy Park Superintendent.
  - g. The lawn areas shall be fertilized sufficiently to produce continuous healthy growth and an attractive appearance. A copy of all materials and application rates shall be provided to the Danehy Park Superintendent at the time of application for review and approval.
  - h. Apply the fertilizer only when the turf is dry. After the application, wash the material into the soil to prevent discoloration or burning of the turf.
  - i. When fertilizer, pest controls and herbicides are applied, Contractor shall provide proper posting as required by state regulations including and the Commonwealth of Massachusetts Children's Protection Act of 2000, and the City of Cambridge Pesticide Policy with advance notifications and posting with a minimum of 2 signs per field area, or other use areas as approved by the Danehy Park Superintendent.
5. Broadcast & Slice Seeding Lawn Areas
- a. Prior to slice seeding of fields with automatic irrigation systems the Contractor shall notify Park Superintendent to determine location of all in ground lawn sprinkler heads. Owner shall furnish a site plan showing layout of in-ground sprinkler system. Contractor shall mark locations of all irrigation sprinkler heads and shall be familiar with location of in ground irrigation system to eliminate potential for damage to overall system and irrigation heads. Any damage to the irrigation system caused by Contractor shall be repaired immediately at Contractor's expense.
  - b. Seed mix shall be as specified in this document.
  - c. Lawn Area Seed Mix shall be applied to specified areas as approved by the Danehy Park Superintendent at the minimum rate of 8 lbs. per 1000 square feet to active field areas and 4 lbs. per 1000 for all passive lawn areas. 8 lbs of seed shall also be applied to 90% of the passive area under the trees in Garden Street Glenn with limits as directed in the field by the Danehy Park Superintendent. The remaining areas shall be covered with Pine Bark Mulch. Seed tags for seed applied shall be submitted to the Danehy Park Superintendent.
    - 1) For aerated ball field areas and the Garden Street Glenn areas under the trees being seeded, begin sowing seed by broadcasting over the surface at 4 lbs. per 1000 square feet. Immediately after seed is broadcast, the remaining lawn grass seed shall be slice seeded.
    - 2) Slice seeding of active and passive lawn areas (including Garden Street Glen), shall be performed in two directions at 90-degree angles to each other regardless of some expected surface disturbance or difficult, tight corners.

- 3) Slice seeding shall be applied at approximately 2 lbs. per pass and seed placed into the soil at approximately 1/4 inch depth as approved by the Danehy Park Superintendent.
  - d. Seed placed by slice seeding shall be applied with an approved slice seeder to all park areas as approved by Danehy Park Superintendent. Minimize machine speed to prevent tearing and slippage of existing turf.
  - e. Slice seeding for application of seed shall only be performed during those periods within the seasons which are normal for such work as determined by weather, locally accepted practice, as indicated in the maintenance Task Schedule, and as approved by the Danehy Park Superintendent.
  - f. Seeding shall two (2) times per year on active ball field areas, and one (1) time per year on passive lawn areas and two times in 2014 in the Garden Street Glen passive area between pathways and fence lines..
  - g. Seeding shall only be done when the bed is in a friable condition, not muddy or hard. The soil on which the seed is laid shall be reasonably moist and shall not be watered.
  - h. In areas of bare soil that have been seeded, seeded areas shall be immediately light raked and rolled with a hand roller weighing not more than 100 pounds per foot of width to ensure adequate seed to soil contact.
6. Topdressing Application
- a. Place Organic/Sand topdressing mix to topdress Ball fields, and in spring 2014 in the Garden Street Glenn passive area between pathways and fence lines including bare spots and depressions to bring finished grade level to adjacent areas on both lawn and slope areas as directed by Danehy Park Superintendent.
  - b. Within thirty-six (36) hours after aeration, fertilizer application and slice seeding, according to the Maintenance Task Schedule, follow by topdressing and dragging. If the Contractor exceeds the time period he will not be paid for the procedures. Contractor should therefore schedule and stage his activities on a field-by-field , area-by-area basis to be coordinated with park use schedules, weather, and the Danehy Park Superintendent.
  - c. In accordance with Task Schedule and in conjunction with aeration, slice seeding, aerated areas shall receive a one-quarter (1/4) inch layer of topdressing at rates noted below. Top dressing shall be applied uniformly in the frequency as described in the maintenance Task Schedule, with an approved topdresser. Truck mounted sand spreaders are not acceptable. Organic topdressing shall be applied one (1) time in spring at a rate of 2014 8cy/10,000sf within the passive area of Garden Street Glen between pathway and fencing. 80/20% organic/sand topdressing mix shall be applied one (1) time per year on ball fields at a rate of 750lb to 1,000 sf.
  - d. Topdressing must not be handled or moved when in a wet or frozen condition.
7. Dragging Surface Materials
- a. Immediately after application of topdressing, seed, and fertilizer, run a small link drag mat in a minimum of two directions.

- b. Every effort should be made to minimize leaf and crown abrasion, desiccation and compaction by using small equipment with large turf or "balloon" tires.

**3.06 WILDFLOWER/NATURALIZED SLOPE AREA MAINTENANCE**

- A. Areas of wildflower slopes as identified by Danehy Park Superintendent shall be selectively mowed and pruned of nuisance vegetation once in the late fall of each year. Phragmites and purple loosestrife shall be hand cut prior to mowing, and shall be removed from the site. Excess cuttings from mowing activities shall be removed from site.
- B. A three-foot wide strip of wildflower/naturalized slope adjacent to all fences shall be kept mowed as part of the regular mowing schedule.

**3.07 PLANT MATERIAL MAINTENANCE**

A. Shrub Pruning

1. Shrubs (including shrub roses)

- a. Pruning shall be accomplished only by a Massachusetts Certified Arborist and in accordance with ANSI A300. Shrubs shall be pruned twice per year in the late spring and late summer, removing all dead branches. Pruning of shrubs shall be performed to repair injury, remove dead wood, to produce more or better blooms, and **to maintain the plant's natural shape. Severe pruning in geometric shapes will not be allowed or accepted.** Bid shall be prepared on the basis of Contractor's inspection.
- b. Each shrub shall be pruned in accordance with the American Nurseryman's Association Standards and according to the National Arborist Association Standards. **Pruning shall be done in a manner that does not change the natural character and appearance of the shrub.** Dead shrubs shall be removed flush with grade with the approval of the Park Superintendent.
- c. All cut and dead material shall be properly disposed of off the site.
- d. In addition to the pruning of dead material, all evergreen shrubs shall be trimmed at least twice a year when directed by the Danehy Park Superintendent, to maintain natural form and prevent shrubs from becoming excessively large.
- e. Prior to commencing pruning activities contractor shall schedule meeting with CDM Smith and Danehy Park Superintendent to review site pruning requirements and approach.

2. Ornamental Grasses and Roses

- a. Ornamental grasses shall be cut to the ground each spring and material removed and disposed of off-site by the Contractor. Contractor shall also be responsible for removal of ornamental grasses that have invaded rose plantings and replanting of the grass clumps within the ornamental grass stands or removal from site, as directed by Danehy Park Superintendent.

B. Fertilizing/Vertical Mulching

1. Twice a year, in the spring and late fall, all trees shall be fertilized with an approved fertilizer at one (1) pound fertilizer per tree and as approved by the Danehy Park Superintendent. Fertilizer shall be placed to a depth of two (2) inches by raking into mulched areas. To prevent burning of the turf, liquid fertilizers may be utilized as approved by the Danehy Park Superintendent.
2. Twice a year, in the spring and late fall, all shrubs and perennials, including ornamental grasses shall be fertilized. Individual specimen shrubs shall be fertilized at the rate of one (1) pound fertilizer per plant depending on the size of the plant. Groups of shrubs shall be fertilized at the rate of four (4) pounds per hundred (100) square feet of soil surface area or at rates recommended by the manufacturer and approved by the Danehy Park Superintendent.
3. Where shrubs and ornamental grasses are planted in a mulched bed, fertilizer applications shall be evenly broadcast on the soil surface beneath the shrubs, then lightly worked into existing mulch.

C. Tree Pit/Shrub Bed Maintenance

1. In the spring, shrub and perennial beds and tree pits shall be edged, weeded and cultivated and a three (3) inch layer of bark mulch shall be added. Prior to placing bark mulch, all beds shall be edged, existing mulch raked to front of edged bed, and **weeded by hand**, no herbicide shall be allowed in accordance with the City of Cambridge Pesticide Policy.

D. Weeding and Edging

1. Mulched planting beds and individual mulched plant pits shall be neat in appearance, weed free and maintained to the lines originally laid out.
2. Edging of grass around mulch shall be done at each mowing or at a minimum of three (3) times per year (once in spring, summer and fall).
3. Hand weeding of mulched planting beds and pits shall be performed prior to mulching and subsequently weeding of all beds will be performed twice per month during the growing season.
4. Clippings and debris from weeding and edging shall be removed from the site and disposed of properly by the Contractor.

E. Mulching

1. Mulch material placed around trees shall be maintained at a depth of **three (3) inches** in planting saucers and plant beds. Mulch shall be placed, during the spring (**no later than May 15<sup>th</sup>**) in order to maintain mulch levels required. If found to be supporting a matrix of second growth roots, mulch shall be removed and replaced. Where removal of mulch will cause damage to fibrous tree roots mulch will not be removed. All flower and shrub beds shall be raked periodically at the same time as weeding occurs to create uniform, even, well groomed appearance. Contractor shall also mulch under trees along pathway between Garden Street Glen and St Peters Field and near park entrances in areas of new perennial plantings as directed by Danehy Park Superintendent.

2. Contractor shall maintain saucer of all tree pits to ensure ability of pit to retain water.
3. **Trees in lawn areas shall have turf removed from around the trunk for a minimum distance of thirty six (36) inches in diameter** or as approved in the field by the Danehy Park Superintendent. Ground shall then be cultivated, existing mulch around tree raked into new edged area and a uniform three inch layer of bark mulch installed and spread to limits of cultivated area.

F. Disease and Pest Control for Trees and Shrubs

1. The Contractor shall notify the Danehy Park Superintendent and City Arborist of any diseased or distressed trees and shrubs. If disease or pest control applications are required by the Contractor they will be paid for as a change order to the contract.
2. All applications of materials including fertilizers, fungicides, insecticides and herbicides must be applied by an individual licensed by the Massachusetts Pesticide Board and in accordance with the City of Cambridge Pesticide Policy in a manner that will ensure maximum effectiveness of the materials and minimum hazard to the general public, property and total ecological environment. Any claims, suits or litigations arising directly or indirectly from the application or use of any materials will be the responsibility solely of the Contractor. All types of materials and rates of application, where applicable must be consistent with the recommendations of the Pesticide Board, Department of Public Health, Commonwealth of Massachusetts.
3. Proper posting in accordance with the City of Cambridge Pesticide Policy and state law shall also be the responsibility of the Contractor.

**3.08 VENT TRENCH MAINTENANCE AND REPAIR**

- A. Contractor shall apply post emergent non-selective herbicide such as Round-Up or equal to remove existing vegetation at vent trench three times, once in the early summer, again in mid-summer and again in late summer during active growth of the vegetation in accordance with manufacturer's instructions.
- B. After vegetation has been successfully controlled and removed and disposed of, Contractor shall lightly rake surface of vent trench to create uniform appearance with neat edges.
- C. Contractor shall apply herbicide to vent trench, remove dead materials and periodically rake the trench as described in the Maintenance Task Schedule appended to these specifications.
- D. Vent trench maintenance shall include a monthly walk of the entire length of the vent trench, each walk to include trash pick-up, making written notes of unusual conditions and areas needing maintenance to keep the trench stone free from invasive vegetation, including pruning and removal of overhanging vegetation and replace stone in areas of washouts and settlement.
- E. Chemical applications such as herbicide application for weed removal and removing dead vegetation shall be performed under the direction of the Danehy Park Superintendent on a monthly basis and in accordance with the City of Cambridge Pesticide Policy by a licensed applicator.
- F. Vent trench repair in areas of siltation shall include removal and disposal of average nine (9) inch top layer of stone down to existing filter fabric, installation of new filter fabric and

placement of new stone in designated areas within the vent trench as directed by the Danehy Park Superintendent.

**3.09 INFIELD SURFACE INSTALLATION AND MAINTENANCE**

- A. In spring each year re-edge, remove lips furnish and top dress with minimum 1" red signature classic infield mix and box grade level.
- B. In spring each year at all fields: re-edge, remove lips, furnish and top dress with a minimum 1" red barn screenings mix and box grade level all warning tracks and player bench areas.
- C. Contractor shall provide sample and sieve analysis of materials to the Danehy Park Superintendent for approval prior to delivery to site.
- D. All work must be coordinated with the Danehy Park Superintendent and the field use schedule. Only one field will be out of service at a time unless approved by the Danehy Park Superintendent.
- E. Weed and edge all infield areas, player bench areas and warning tracks four times per year in accordance with maintenance schedule.

**3.10 FURNISH AND INSTALL PLAY AREA RESILIENT WOOD SURFACING**

- A. Two times per year in early spring and fall, in each of the three play areas, rake existing surface to level throughout the play area and top dress with a minimum two (2) inch layer of new resilient wood surfacing across the entire play area so that after settlement a one (1) inch reveal is maintained at the surrounding curb.
- B. Rake and level resilient wood surfacing across the entire play area 2 times per month for each of the three play areas.

**3.11 IRRIGATION SYSTEM SPRING START UP, FALL SHUT DOWN AND INSPECTIONS**

- A. Contractor shall become fully familiar with the spray head locations, zones, capability, use, function, daily and seasonal operation of the existing in-ground irrigation system, so that the performance of his work does not damage system. Any damage as a result of the Contractor's operation shall be reported immediately to the Danehy Park Superintendent.
- B. Four times per month from May through September Contractor shall perform with Danehy Park walkthrough of the 3 systems of all the zones (62 Zones) to diagnose any mower broken heads, vandalism, leaking heads and piping, heads not working properly, needed head adjustment.
  - 1. The entire system shall be blown out. The system shall not be drained. Meters and backflow preventers shall be removed and stored as directed by the Danehy Park Superintendent.
  - 2. Each spring the Contractor shall reassemble the system and test the entire irrigation system, including the booster pumps. The test shall clearly demonstrate that each and every part of the system functions as intended. Contractor shall not be responsible for repairs to system other than those related to spring star-up and fall winterization.
- C. If at any time any item or part of the system is not properly functioning, or is not as intended, it is the responsibility of the Contractor to bring this to the attention of the Danehy

Park Superintendent and record the problem in the weekly report immediately after damage or need for repairs is observed. The contractor shall carry a \$5000 allowance for irrigation repairs in the irrigation bid item, to be completed as directed by the Danehy Park Superintendent.

- D. The Contractor shall also be responsible for start-up of the irrigation system each spring and winterization each fall.

### 3.12 PORTABLE TOILET MAINTENANCE

- A. Portable toilets shall furnish and maintained by the Contractor. Toilets shall be delivered to Danehy Park on April 1 and St. Peter's Field on April 15 and shall remain until September 30 at St. Peter's Field, and shall remain at Danehy Park until November 15.
- B. Toilets shall be cleaned twice a week on Monday and Thursday throughout the period that they are on site or other times as approved by the Danehy Park Superintendent. At each maintenance visit the Contractor shall notify the Danehy Park Superintendent of visit to site. If notification does not occur, Contractor will not be paid for maintenance visit.
- C. The City will not be responsible for vandalism or required replacement of units. If replacement is required, it shall occur with 72 hours of notification to the Contractor by the Danehy Park Superintendent.

### 3.13 ARTIFICIAL TURF GROOMING/MAINTENANCE

- A. Turf field maintenance/grooming contractor shall make three grooming visits each year in accordance with Task Maintenance Schedule included in these specifications, at intervals approved by City in spring, summer and fall, after the initial site meeting with City and turf manufacturer. Grooming visits shall be scheduled with the Danehy Park Superintendent to inspect and document condition of the synthetic turf surfacing system including turf fibers, infill materials, and depth of infill. Turf field maintenance/grooming contractor shall also be responsible for addition of infill to any areas of field or entire field, to maintain minimum 1 3/4-2 inch depth. Field maintenance and grooming shall take place as specified herein. The Maintenance Service Program shall be performed by personnel fully licensed, insured and prequalified by synthetic turf manufacturer. Each Program shall include, but not necessarily be limited to, the following components to be performed at each visit:
  - 1. During each grooming visit create a written visual inspection report consisting of an overall field analysis including an evaluation of key areas around the field to ensure areas are within acceptable standards. Note date and time of visit, contact information, and any findings on a manufacturer's approved check sheet, including but not necessarily limited to: seam condition, infill migration, wear spots, drainage concerns, paint condition, curbing condition, UV degradation, evidence of vandalism, fiber fibrillation analysis, and any inlays built into the field. Closely examine soccer goal mouths, penalty kick dots, corner kick areas, mid field and sideline areas. Mark low spots needing additional infill. Furnish 2 copies to the City.
  - 2. Sweep entire surface with a specially designed hydraulic sweeper attached to a 3 point hitch on a tractor to remove debris including but not limited to, leaves, hair, loose gum, cigarette butts, litter and debris, etc. from the field. Sweeper shall have a hopper into which the debris is projected. Install a fine wire mesh in the bottom of the hopper to allow the infill to fall through the mesh and remain on the field. The mesh should have openings no larger than 1/8" to 1/4". Contact the synthetic turf surfacing manufacturer for distributors of acceptable sweepers. Remove and dispose of sweepings.

3. Add additional infill material to spots marked as being low from the initial field analysis to maintain two inch infill depth. Use a top-dresser with a "drop" discharge mechanism to distribute the necessary quantity of infill evenly over the affected area. Groom the infill into the turf by lightly agitating the fibers to get the infill to "drop" into the turf. Do not over groom or the infill will come out of the turf. Repeat grooming until turf is properly infilled. Once the turf has been infilled to the level recommended by the synthetic turf surfacing manufacturer, gently agitate the area one last time to get the infill to completely "drop" from the fibers. This shall only be done when turf fibers and infill are dry. After litter and debris is removed, and low spots are filled, groom field to agitate infill materials and raise fibers to a vertical position. Pull a manufacturer's approved groomer behind a tractor in various directions around the field. If directed by the City, turf field maintenance/grooming contractor shall groom small areas of the field, as required, to move displaced infill back into place. A medium stiff brush bristle, as approved by the synthetic turf surfacing manufacturer, shall be used to groom the surface. With just enough pressure to adequately stir up the fibers, groom the surface to displace the infill back to where it is missing. Grooming the surface in both directions can help to re-level the infill if it has been displaced.
  4. If outdoor atmosphere is dry or hot, drag field with drag mat to remove static charge. Static charge is present if static is visible on tractor tires after sweeping and grooming.
  5. Field line painting will be by City (or separate contractor), but contractor and turf field grooming/maintenance contractor shall be responsible for coordinating grooming activities with field line painting.
- B. Schedule first visit as shown on task maintenance schedule and approved by Danehy Park Superintendent. **Based on field installation dates Field #4 will require 3 grooming each year for the 3 year maintenance program. Fields #1 and 2 will require 3 grooming per year in 2015 and 2016, since 2014 groomings are being completed by manufacturer as part of installation contract. Field #3 will be constructed spring 2015 and completed by September 2015. Manufacturer will be required to complete 3 after installation groomings (fall, spring and summer). Therefore groomings under this three year maintenance program will be limited to one in the Fall 2016.**
- C. Obtain Danehy Park Superintendent's approval prior to each visit, and ensure prequalified manufacturer's representative is available at all time to answer questions and demonstrate maintenance procedures while on site.
- D. Issue written maintenance report two (2) copies to Owner and CDM after each visit. **Payment will not be made for any grooming until grooming report is submitted.**

**3.14 OFF LEASH AREA MAINTENANCE AND STONE TOPDRESSING**

- A. Contractor shall weed stone area and along all fence lines, level existing stone on a monthly basis in accordance with maintenance schedule and topdress stone area with specified stone each spring in accordance with maintenance task schedule as approved by Danehy Park Superintendent.
- B. Contractor shall also sweep or blow stone from all paved areas at least once a week as part of walk cleaning elsewhere in these specifications.

**3.15 MANDATORY EQUIPMENT LIST**

**THE CITY WILL CONTACT THE RESPONSIVE AND RESPONSIBLE BIDDER OFFERING THE LOWEST PRICE TO MAKE AN APPOINTMENT TO INSPECT THE EQUIPMENT LISTED ON THE MANDATORY EQUIPMENT LIST SHORTLY AFTER THE BID OPENING. ALL EQUIPMENT MUST BE AVAILABLE FOR INSPECTION. THE CITY WILL BE VERIFYING EQUIPMENT IS OWNED OR LEASED BY THE BIDDER AND THAT THE EQUIPMENT IS LESS THAN FIVE YEARS OLD AND IS IN GOOD CONDITION.**

**A NO RESPONSE OR A FAILURE TO RESPOND TO EACH 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?**

**CIRCLE: YES OR NO FOR EACH PIECE OF EQUIPMENT LISTED**

1 ton dump truck or larger

**YES NO**

(1) bat wing riding mower with minimum 11' cutting width with grass striping rollers

**YES NO**

(2) riding mowers with minimum 72" cutting width

**YES NO**

(2) riding mowers with minimum 48" cutting width with bagging capabilities

**YES NO**

(2) 22" Push mowers

**YES NO**

(4) String trimmers)

**YES NO**

(1) 13 hp or larger push blower

**YES NO**

(2) back pack blowers

**YES NO**

**Mandatory Equipment List continued on next page.**

(1) mechanical turf sweeper

YES NO

(1) Bark mulch blower

YES NO

(1) PTO tractor w/ 6' brushcutter, broadcast spreader, core aerator, slice seeder, and rototiller

YES NO

(1) Mechanical top dresser

YES NO

(1) Riding infield groomer with undermount scarifier and rear dragging attachments

YES NO

(1) Sod cutter (minimum 18")

YES NO

20 hp Minimum leaf Vacuum

YES NO

Compressor (minimum 185 cfm)

YES NO

Skid steer mini-loader

YES NO

Mini-excavator with rubber track

YES NO

**Submit mandatory equipment list with your bid.**

**3.16 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, Massachusetts. 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 or Missing Items No depreciation shall apply.	\$ 50,000

- I. The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the City of Cambridge in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The City of Cambridge must be an additional insured on any such umbrella policy. The City of Cambridge reserves the right, at its sole discretion, to amend the insurance requirements set forth above.
- J. Failure of the contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof.

**3.17** ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH CITY OF CAMBRIDGE PESTICIDE POLICY (APPENDED) WITH EXCEPTIONS FOR DANEHY PARK, AS NOTED, DUE TO ITS FORMER USE AS A LANDFILL AND MASSDEP PERMIT CONDITION AS DIRECTED BY THE OWNER AND CONTAINED HEREIN. ALL MATERIAL APPLICATIONS SHALL BE BY A STATE-LICENSED APPLICATOR APPROVED BY THE CITY WHOSE LICENSE INFORMATION WILL BE ON FILE WITH THE DANEHY PARK SUPERINTENDENT

**END OF SECTION**

**QUALITY REQUIREMENTS**

**A "NO" response, a failure to respond, or a failure to meet to any of the following Quality Requirements will result in rejection of your bid. (1 thru 6)**

**Circle yes or No for each of the following requirements.**

1. Bidder has a minimum of ten years experience in the area of grounds maintenance, and maintenance of active and passive parks and athletic fields.

**YES NO**

2. Bidder has provided landscaping services to three Massachusetts public agencies within the past five years with a contract value of at least \$100,000.00 per year.

**YES NO**

3. The Contractor has no less than six (6) full-time, year-round employees qualified to perform park maintenance service.

**YES NO**

4. The bidders headquarters is located within a thirty 35 mile radius of the City of Cambridge Danehy Park site, 99 Sherman St, where maintenance is to be performed.

**YES NO**

5. The bidder has on staff a Massachusetts Certified Horticulturalist.)

**YES NO**

6. Bidder employees at least one staff member who has a current Massachusetts Pesticide License

**YES NO**

**Submit this form with your bid.**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

Name

Title

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---

---

- 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 bidders headquarters located within a thirty 35 mile radius of the City of Cambridge Danehy Park site, 99 Sherman St.

---

Name of Bidder: \_\_\_\_\_

**References**

In addition, the City reserves the right to use itself as a reference to determine the proposer's responsiveness and responsibility, and reserves the right to call current or former clients not listed as a reference. A proposal may be rejected on the basis of one or more references reporting poor past performance by the bidder.

- list the three Massachusetts public agencies the bidder has provided ground maintenance services within the past five years with a contract value of \$100,000.00 or more.

Name of Agency	Contract Year(s)	Contract Value	Contact	Phone number

- List three to five references of current customer's bidder has provided park and athletic field maintenance.

Name	Contract Years	Contract value	Contact phone number

Please submit the requested information and resume for the each of the following individuals who will be assigned to the City of Cambridge Landscape Maintenance Program for Danehy Park

Massachusetts Certified Horticulturalist

Name \_\_\_\_\_

Certification number: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Massachusetts Pesticide License

\_\_\_\_\_  
Name

Certification number: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Contractor shall submit name of Manufacturers representative that will perform artificial turf field maintenance.

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Contact number

- 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 "Technical Specifications" included in these bid documents. (List supplier name and location, along with contact information.)

Supplier	Location	Contact Info
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Contractors shall submit names and years experience of all subcontractors
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Name of Bidder: \_\_\_\_\_



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 \_\_\_\_\_, 2014

(Signature)

\_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_

State of \_\_\_\_\_

As:

County of \_\_\_\_\_

\_\_\_\_\_, says that he/she

is \_\_\_\_\_ of

\_\_\_\_\_  
(Name of Organization)

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

**Submit the Statement of Qualifications with your bid.**

Name of Bidder: \_\_\_\_\_



Appendix B -Schedule of Values	Annual Price for Maintenance Year		
	2014	2015	2016
Written Work Reports, Schedules, and Owner Site Walks	\$	\$	\$
Soil Testing	\$	\$	\$
Spring and Fall Cleanup	\$	\$	\$
Plant Pruning and Fertilizing	\$	\$	\$
Mowing & Trimming	\$	\$	\$
Lawn Fertilization	\$	\$	\$
Weed, Grub, Disease & Pest Control (100,000 S.F.)	\$	\$	\$
Plant Bed and Tree Pit Edging	\$	\$	\$
Plant Bed and Tree Pit Weeding and Mulching	\$	\$	\$
Deep Tine Aeration - Ball Fields	\$	\$	\$
Core Aeration - Ball Fields	\$	\$	\$
Core Aeration - Passive Lawn Areas	\$	\$	\$
Core Aeration – Garden Street Glenn Passive area between pathway and fences (2014 only)	\$	\$0	\$0
Seed Ball Fields	\$	\$	\$
Seed - Passive Lawn	\$	\$	\$
Topdress Garden Street Glenn Passive area between pathway and fences (2014 only)- Organics	\$	\$0	\$0
Topdress Baseball Fields – Sand and Organic Mix	\$	\$	\$
Install Sod (35,000 S.F.)	\$	\$	\$
Vent Trench repairs (w/20 tons of stone)	\$	\$	\$
Vent Trench maintenance, inspections and Weed Control	\$	\$	\$
Wildflower Slope Maintenance	\$	\$	\$
Infield and Warning Track Weeding and Edging	\$	\$	\$
Infield/Warning Tracks Spring Resurfacing/topdressing	\$	\$	\$
Furnish Wood Resilient Surfacing/topdressing	\$	\$	\$
Wood Resilient Surfacing Maintenance.	\$	\$	\$
Meadow/ Wildlife Area Management			
Irrigation Inspections, \$5000 annual repair allowance, Spring Startup and Fall Shutdown	\$	\$	\$
Portable Toilet Maintenance	\$	\$	\$
Artificial Turf Field Grooming/Maintenance (Multiple fields)	\$	\$	\$
Off leash Area Stone Maintenance and Topdressing	\$	\$	\$
<b>Total Annual Price for Maintenance Year</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Submit this form with your bid.

Name of Bidder: \_\_\_\_\_

**SUPPLEMENTAL UNIT PRICES ( items 1-14)**

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

Supplemental unit prices shall cover all costs, complete in place, and the prices given shall represent the exact amount per unit to be paid to the Maintenance Contractor (in the case of Additions or increases) or to be deducted from payments to the Maintenance Contractor for park maintenance under the Base Bid refunded to the Owner (in the case of Deductions or decreases). No additional adjustments will be allowed for overhead, profit, insurance, bond performance, or other direct or indirect expenses of the Maintenance Contractor or Subcontractor beyond the prices as listed.

For additions and deletions the unit price should be determined on a per field or work element basis for work which shall be measured and converted to square feet or units noted.

<u>UNIT PRICES</u>	<u>PRICE (ADD OR DEDUCT FROM SPECIFIC QUANTITIES)</u>
1. Furnish and install fertilizer as specified on active play areas per square foot complete and in place (per field basis)	\$ _____/sf
2. Perform deep tine aeration and dragging of Ball Field areas per square foot complete (per field basis)	\$ _____/sf
3. Perform core aeration and dragging of Ball Field areas and surrounds per square foot complete (per field basis)	\$ _____/sf
4. Furnish and install seed by broadcast and slice seeding at specified rates per square foot complete and in place (per field basis)	\$ _____/sf
5. Furnish and install organic/sand topdressing mix to Ball Field areas as specified complete and in place (per field basis)	\$ _____/sf
6. Furnish and install organic topdressing to passive areas as specified complete and in place	
7. Furnish and install sand based sod including subgrade preparation with organic amended topdressing application, fine grading, fertilizing, sod placement, and maintenance as specified complete and in place. (minimum 3,500 sf installation per area)	\$ _____/sf

- 8. Furnish and install grub, weed, insect control \$ \_\_\_\_\_/sf
  
- 9. Install new 2-in layer resilient play surfacing in three play areas(per play area) \$ \_\_\_\_\_  
/sf
  
- 10. Furnish infield surface amendment – Red Signature Classic Infield Mix (26 ton/truckload) \$ \_\_\_\_\_/truckload
  
- 11. Furnish infield surface amendment – Barn Red Screenings 26 ton/truckload \$ \_\_\_\_\_/truckload
  
- 12. Furnish and install crushed stone for Danehy Park erosion control and vent trench repairs \$ \_\_\_\_\_/ton
  
- 13. Furnish and install Off Leash Area Stone (20 ton/truckload) \$ \_\_\_\_\_/truckload
  
- 14. Portable Toilet maintenance (4 toilet weekly maintenance/day) \$ \_\_\_\_\_/day

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

Signature of Bidder: \_\_\_\_\_

**Submit this form with your bid.**

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)

Name of Bidder: \_\_\_\_\_

**CORI COMPLIANCE FORM**

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

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**

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

**Instructions for Completing CORI Compliance Form:**

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

**Submit this form 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;

Name of Bidder: \_\_\_\_\_

- (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.

#### **2.121.070 Community Advisory Board.**

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

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

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

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

#### **2.121.080 Enforcement.**

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

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

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

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

- (1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;
- (2) Suspension of ongoing contract and subcontract payments;
- (3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and
- (4) Any other action deemed appropriate and within the discretion and authority of the city. Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorney's 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 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Cambridge  
Articles of Agreement

Commodity:  
File Number:

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

Address:  
Telephone, Fax, E-mail:

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

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

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

**Contract Value:**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

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

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

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

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

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

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

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

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

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

Approved as to Form:

The Contractor:

\_\_\_\_\_  
Nancy E. Glowa  
City Solicitor

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Richard C. Rossi  
City Manager

\_\_\_\_\_  
Cynthia H. Griffin  
Purchasing Agent

MAINTENANCE TASK SCHEDULE (4 Pages)

Task	As Req.	X/Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Submit written work report and schedule		35+/-			X	X	X	X	X	X	X	X	X	
Site Walks with Owner		4			X			X		X		X		
Submit soil test samples of active play areas		1								X	results			
Spring and Fall Clean-Up (leaf removal)		2				X							X	
Plant pruning and plant fertilizing		2					X					X		
Mow & Trim all lawn areas in Single day (including along fences)		Weekly Thursdays				X	X	X	X	X	X	X	X	
Fertilize all lawn areas		5				X	X	X		X		X		
100 000 S.F. Weed, grub and pest control for lawn areas (as directed by Owner in accordance with Pesticide Policy)	X	As Req.						X	X	X				
Plant bed and tree pit mulching		1					X							
Plant bed and tree pit hand weeding		2/Month				X	X	X	X	X	X	X	X	
Plant bed and tree pit edging		3				X			X		X			
Deep Tine Aeration - baseball fields		1									X			

MAINTENANCE TASK SCHEDULE (4 Pages)

Task	As Req.	X/Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Core Aeration --Garden Street Glenn Passive area (2014 Only)		1				X								
Core Aeration -- Ball fields		1					X							
Core Aeration -- Passive lawn areas		1								X				
Top dress Ball fields with organic/sand mix		1								X				
Top dress and seed Garden Street Glen Passive area with organics		1				X								
Slice and Seed -- Ball fields		1								X				
Slice seed passive lawn areas		1								X				
35,000 S.F. Sand based sod installation, active play areas	X	Per S.F.								X	X	X		
Vent Trench maintenance- Debris removal and stone replacement (20 ton)		Monthly				X	X	X	X	X	X	X	X	
Vent Trench weed control -- spray "Round-Up"		3				X		X		X				
Wildflower slope maintenance invasives control and annual mowing	X	1											X	
Wetland Management		Monthly (Min)				X	X	X	X	X	X	X	X	

MAINTENANCE TASK SCHEDULE (4 Pages)

Task	As Req.	X/Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Infield and warning track resurfacing/topdressing - Furnish and install skinned mix		1			X									
Infield surface and warning track weeding and edging		4			X		X		X		X			
Furnish and install play area resilient surfacing - 2 in. over three play areas		2			X						X			
Play area resilient surfacing Rake and level		2/month			X		X		X		X		X	
Irrigation inspections		4/month					X		X		X			
Irrigation system April Start up and Late Oct. Shut down						X						X		
Irrigation Repairs (allowance)	X	As needed				X		X	X		X			
Artificial turf field grooming three times per year to be scheduled with City (note not all fields groomed annually)		3				X				X			X	
Off Leash Area Stone Topdressing		1				X								
Clean and maintain portable toilets - St Peter's field		2x/week				X		X	X		X			

MAINTENANCE TASK SCHEDULE (4 Pages)

Task	As Req.	X/Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Clean and maintain portable toilets – Danehy Park		2x/week				X	X	X	X	X	X	X	X	
Off Leash Area Stone Raking, edging and Maintenance		1X/Mo			X	X	X	X	X	X	X	X	X	

**Weekly Maint. Report - Danehy, St. Peter's & Garden Street Glen Parks 2014-2016**

CONTRACTOR \_\_\_\_\_

Time Period Reporting: \_\_\_\_\_ through \_\_\_\_\_ (Dates)

Maintenance Activity Performed:	Date	Location	Comments
Written Work Reports/Schedule			
Soil Test			
Spring and Fall Cleanup			
Plant Pruning and Fertilizing			
Mowing & Trimming			
Lawn Fertilization			
Weed, Grub, Disease & Pest Control			
Plant Bed & Tree Pit Edging & Mulching			
Plant Bed and Tree Pit Weeding			
Deep Tine Aeration - Baseball Fields			
Core Aeraton - Baseball Fields			
e Aeration - Garden St Glenn (Passive)			
Core Aeration - Passive Lawn Areas			
Seed Baseball Fields			
ed Passive Areas (inc Garden St Glenn)			
pdress Garden Street Glenn - Organics			
pdress Baseball Fields - Sand/Organics			
Install Sod			
Vent Trench Maintenance			
Vent Trench Weed Control			
Meadow/Wildlife Area Management			
Wildflower Slope Maintenance			
Infield/Warning Track Weed & Edge			
Infield and Warning Track Topdressing			
Furnish Wood Resilient Surfacing			
Wood Resilient Surfacing Maint.			
Irrigation Repairs			
Irrigation Inspection/Startup/Shutdown			
Off Leash Area Maintenance			
Off Leash Area Stone topdressing			
Artificial Turf Grooming			
Portable Toilet Maintenance			
Other			

Site Condition Requiring City Action: \_\_\_\_\_

Reason For Schedule Delays From Planned Work Activities: \_\_\_\_\_

Work Planned For Next Week (Include Location & Date) \_\_\_\_\_

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\*Form shall be submitted in triplicate to city staff at Danehy Park on the Friday of the week work is accomplished.

\*Form shall be included with monthly payment requests.

**Meadow/Wildlife Area Management Monitoring Form -  
Danehy, St. Peter's & Garden Street Glen Parks - 2014-2016**

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

1. WATER LEVEL \_\_\_\_\_

2. AIR TEMPERATURE \_\_\_\_\_

4. WATER TEMPERATURE \_\_\_\_\_

5. MUD TEMPERATURE \_\_\_\_\_

6. Ph \_\_\_\_\_

7. DISSOLVED OXYGEN \_\_\_\_\_

8. NET DRAG LIST OF SPECIES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. WATER APPEARANCE \_\_\_\_\_

10. BIRD SIGHTINGS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. PLANTS OF NOTE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. WORK DONE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

13. WORK PROPOSED NEXT VISIT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

14. BULLETIN BOARD UPDATE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

15. TOURS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

16. COMMENTS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Chemical Application Report Form - Danehy, St. Peter's & Garden Street Glen Parks - 2014-2016**

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

ALL CHEMICALS USED IN ANY ON-SITE LOCATION MUST BE REPORTED TO THE PARK SUPERINTENDENT. LIST ALL FERTILIZERS, WEED CONTROL SUBSTANCES, HERIBICES, ETC. ON THIS SHEET AND FILL IN THE REQUIRED INFORMATION.

BRAND NAME OF CHEMICAL: \_\_\_\_\_

DATE OF APPLICATION: \_\_\_\_\_

AMOUNT OF CHEMICAL USED (RATE OF MIX): \_\_\_\_\_

WHERE WAS CHEMICAL APPLIED (BE SPECIFIC): \_\_\_\_\_

NAME OF APPLICATOR AND LICENSE NO: \_\_\_\_\_

WAS THE CHEMICAL APPROVED BY PARK SUPERINTENDENT YES  NO

WEATHER CONDITIONS: \_\_\_\_\_

METHOD OF APPLICATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REVISED WEEKLY CALENDAR**

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>
DATE:	_____	_____	_____	_____	_____
CHANGES:	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

PLEASE WRITE IN ANY CHANGES ON THE MONTHLY CALENDAR FOR NEXT WEEKS SCHEDULED WORK. INSERT THE CORRECT DATE ON THE TOP OF EACH CHANGE.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Name of Licensed Herbicide or Pesticide Applicator, if required)

## City of Cambridge Pesticide Policy

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1. No applications of pesticides (fungicide, herbicide or insecticide) will occur on turf at passive parks or totlots as part of regular maintenance. Pesticides will not be applied on vegetation in passive parks or totlots (except as described below) even in cases of infestation; turf in pesticide-free parks that succumbs to an infestation will be removed and replaced.
2. An Integrated Pest Management program will be introduced for management of athletic fields to minimize applications of herbicides and modify other maintenance practices to better achieve healthy and durable turf conditions. Pesticide applications on athletic fields will be done as needed only after other management options have been exhausted.
3. Only composted organic fertilizers, such as Milorganite or Bay State Organic, will be used on passive parks and totlots. As chemical fertilizers have higher nutrient ratios than composted fertilizers, this practice may require more frequent fertilizer applications than is currently done. On athletic fields, fertilizers containing nutrients from at least 50% organic sources will be used. These fertilizers have higher nutrient ratios needed to maintain athletic turf.
4. Non-selective herbicides, such as Roundup, will not be used on athletic areas (or on passive parks or totlots, see item #1). There is one exception to this: the vent trench in Danehy Park must be treated with a non-selective herbicide several times per year in order to keep the area clear for venting as required under state Department of Environmental Protection landfill closure requirements. Access to this area is restricted, however, and detailed signage will be posted before and after these applications.
5. Use of insecticides will be limited to injection treatment of trees and to severe infestations by insects that could cause safety concerns, such as hornets' nests. In such cases of insect infestations, posting will be done before and after applications and treated areas will be roped off for 72 hours.
6. No permits for use of athletic fields will be issued for the first week of April, the first week of July or the first weekend in September. On field areas, fertilizer with pre-emergent weed control (primarily for crabgrass) is to be applied in April. Fertilizer with broadleaf weed control is to be

## City of Cambridge Pesticide Policy

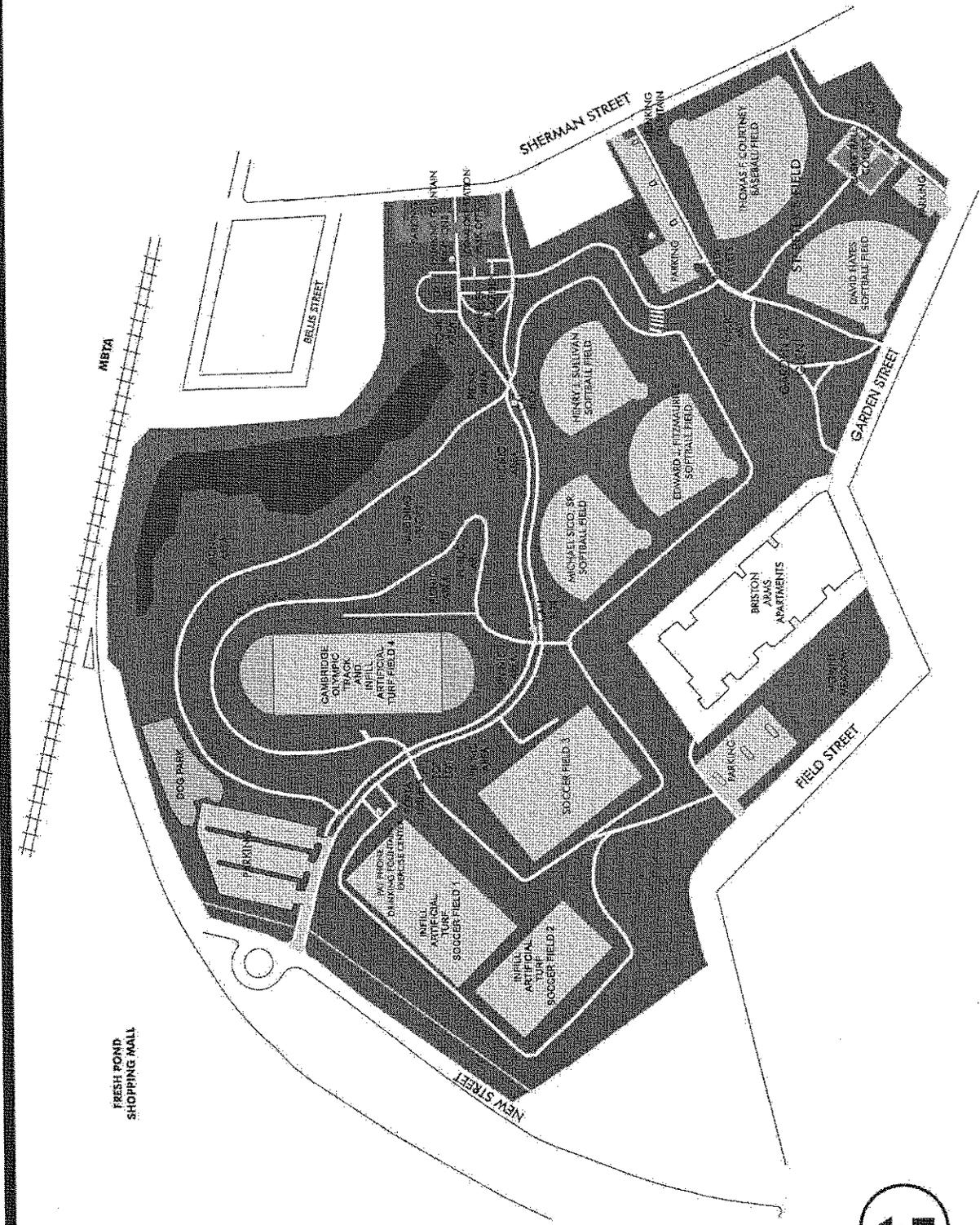
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applied in July, based on assessment of turf conditions. Fertilizer and lime, where needed, are to be applied in September (timed to avoid football practices). Access to these fields will be restricted by roping off the areas to avoid possible exposure of athletic field users for 72 hours after an application.

7. Signage to be posted before and after applications will include: date and time applied, what was applied and reason for applying it, applicator's name and affiliation, and pesticide license number, date when area will be accessible again, and who to contact with questions.
8. Installation of irrigation in passive parks will be a priority for parks, where its use is feasible. This will contribute to turf quality for those areas on which herbicide use is prohibited.
9. Department of Public Works staff and contractors will be required to undergo training in IPM techniques. DPW contract specifications will be amended to reflect the new policy.
9. Soil samples will be taken each fall to determine lime needs for the year as well as fertilizer needs for the coming year.
10. City contractors will be required to file a report with DPW each year listing all compounds applied and to supply copies of pesticide applicator licenses. These materials will be kept on file at DPW and made available to the public upon request.
11. Evaluation of park conditions will be undertaken after two years with an interim assessment completed in FY98, both of which will be provided to the City Council for consideration.

It is significant to note that most of the above elements are already practiced at Danehy Park and the Fresh Pond Reservation, which makes up a very large proportion of the City's open space. This program will be expanded to include the remaining City-owned open space in Cambridge.

Attachment  
6  
2 pages



# THOMAS W. DANEHY PARK

