File No. 6867- **Vegetation Management Program for the Alewife Stormwater Wetland** – Thursday, June 4, 2015 @ 11:00 AM

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. 6867	
COMMODITY: Vegetation Management Program for the Alewife Stormwater Wetland	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent PH: (617)349-4310 FAX: (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, May 21, 2015** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 am on **Thursday, June 4, 2015. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Purchasing Bid List, Invitation for Bid, File No. 6867.**

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 **Vegetation Management Program for the Alewife Stormwater Wetland opened at Thursday, June 4, 2015 @11:00AM. The bid and all documents submitted with it are public records.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____**FAX NUMBER:**_____

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

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Name of Bidder:_____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

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

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

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

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

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

Name of Bidder:_____

City of Cambridge
Purchasing Department

TO: Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to furnish **Vegetation Management Program for the Alewife Stormwater Wetland** for a period of **one year with a one year option to renew at the sole discretion of the awarding authority.** Prices must remain FIRM during the entire contract period.

One award will be made as a result of this Invitation for Bid. The award will be made to the responsive and responsible bidder offering the lowest total price for year one.
The City will renew the subsequent year depending on the performance of the contractor and the price for the subsequent year. The payment for each succeeding year of a multi-year contract will be subject to the availability of funds.

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

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 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 contract. The City will not accept a bidder's terms and conditions.**

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Questions
Questions including exceptions to the specifications must be submitted in writing or faxed to the Purchasing Agent at 617-349-4008. All Questions must be submitted to the Office of the Purchasing Agent no later than Thursday, May 28, 2015 by 4:00 pm. An addendum will be posted to the website to notify all bidders of the questions and answers.

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 please click on "Registry" and notify us that you have downloaded the bid document.

Name of Bidder:_____

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.

Confidentiality and Public Records Law

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

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, 2015 is $14.95 per hour. The Living Wage Requirements are attached.

Insurance Obligations

The Contractor must provide the City of Cambridge insurance policies as stated below at the expense of the Contractor. **The insurance Certificate must be written in the name of the City as an**
Additional Insured in order to protect the interest of the City from any liability which might be incurred against it as a result of any operation of the Contractor, its subcontractors, or their employees.
The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned and 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.

Certificates must be presented to the City at the time the contract is signed by the Contractor.

The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for losses.
EACH POLICY SHALL CONTAIN a 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURANCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139.

Carriers must have and A.M. Best rating of AX or better.

INSURANCE POLICY MUST COVER THE ENTIRE CONTRACT PERIOD.

A. Commercial Liability:
General Aggregate $ 2,000,000
Products Competed Operations Aggregate $ 1,000,000
Personal Injury and Advertising Limit $ 1,000,000
Each Occurrence $ 1,000,000

Name of Bidder:_____

B. 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 $ 1,000,000

C. Umbrella:
Combined single limit $ 1,000,000
General aggregate $ 1,000,000

D. WORKER'S COMPENSATION
Coverage A STATUTORY
Coverage B Each Accident $ 100,000

Disease-Policy Limit $ 500,000
Disease-Each Employee $ 100,000

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 THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER 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 RESERVES THE RIGHT, AT ITS SOLE DISCRETION; TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

VEGETATION MANAGEMENT PROGRAM FOR THE ALEWIFE STORMWATER WETLAND

SECTION 1: BID SPECIFICATIONS

1. General Overview

The City of Cambridge is seeking bids for landscape management and invasive plant control services for the Alewife Stormwater Wetland. The Contractor will also undertake inspections, prepare written reports and remove debris and litter as required.

2. Equipment and Methods

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

A rechargeable string trimmer shall be used during this contract. Rotary mowers and gas-powered string trimmers shall not be used at any time.

Name of Bidder:_____

3. Site Familiarization

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

The location of the Alewife stormwater wetland can be found on the Locus Plan (Appendix A). Approximate size of the Alewife Stormwater Wetland is 3.4 acres.

The Alewife Stormwater Wetland is located in the MA Department of Conservation and Recreation's Alewife Reservation and can be accessed from Cambridgepark Drive (near the Alewife T Station). The Contractor shall closely inspect the plant materials and become familiar with plant types and locations.

4. Staffing

The Contractor's landscape management crew shall consist of at least one Field Manager and one Field Technician. The Field Manager responsible for inspecting, reporting and maintaining the Alewife Stormwater Wetland shall be a professional with experience in wetland hydrology, a sound knowledge of wetland botany, and the ability to key out and identify the invasive plant species listed in Appendix B. The Field Manager shall also be familiar with the requirements of the *Alewife Stormwater Wetland Vegetation Management Plan* and Order of Conditions (provided by the City of Cambridge) prior to commencing herbicide treatment of targeted invasive species within the Alewife Stormwater Wetland.

At all times (except during the Winter Clean-Up Period) at least one member of the crew shall be a MA Certified Horticulturalist and have a Massachusetts Invasive Plant Management Certification and training in Wetland Plant Identification and be present for all phases of work. During pesticide applications a Licensed Pesticide Applicator must also be onsite. Licensed pesticide applicators shall keep licenses on site during all pesticide applications. Only licensed applicators shall apply or handle pesticides.

5. Work Hours

All work shall be performed on weekdays only. Weekend work must have prior approval of the Cambridge Department of Public Works Project Manager (CDPW PM) (with the exception of emergency work).

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

Name of Bidder:_____

Work shall not begin before the hour of 7:00 a.m. and must finish no later than 4:00 p.m. Variations in work hours and days must be approved by the CDPW PM (with the exception of emergency work).

Work and billable hours do not include travel time to and from the site.

The work of the Contractor shall not interfere with the use of Alewife Reservation at any time unless with approval of the CDPW PM.

6. Vehicle Access

Under no circumstances shall the Contractor's trucks enter the Alewife Reservation without the approval of the CDPW PM. Access to the Stormwater Wetland is only allowed through the locked removable bollard off of Cambridgepark Drive (key to be provided by CDPW during the initial site visit). Access from Brighton Street in Belmont and the Alewife T Station connector road are strictly forbidden. The Cambridgepark Drive Access Road and Belmont-Cambridge multiuse path are heavily trafficked path systems that include pedestrian and cyclists.

7. Contract Duration and Schedule

This contract shall begin on or about June 1st, 2015, and will terminate in one year with two one year options to renew at the sole discretion of the awarding authority.

8. Vegetative Management Requirements Overview

8.1 Litter Pick-Up and Disposal (all areas)

Litter is defined as debris and discarded material, both organic and inorganic, that requires collection and disposal. All litter will be removed manually, placed in bags, and disposed of off-site. Disposal costs are considered incidental to the items in this contract. Under no circumstances shall litter be mowed. Litter will be removed from the stormwater wetland areas designated on the Vegetation Management Zones – Alewife Stormwater Wetland (Appendix C).

During the growing season all visible litter will be picked up weekly every Monday. Litter pick-up and disposal will continue through November 30th, or until the first snow event (3” minimum). There shall be a monthly litter pick-up during from December through March 15th, so long as there is less than 6” of snow on the ground. Weekly pickups will resume following Spring Clean-Up.

8.2 Hand-Pulling Weeds

Weeds shall be removed manually by pulling or digging up by the roots. There shall be no chemical treatment or mechanical removal of weeds unless approved by the CDPW PM in advance.

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

Contractor will be held responsible for native shrubs, plants and ornamental grasses damaged or removed during weeding. The contractor will be required to re-establish damaged plant material at their cost.

Name of Bidder:_____

The Contractor will remove and dispose of off-site all clippings and debris from weeding; the use of public trash receptacles for disposal of materials or debris generated by weeding activities is forbidden.

8.3 Removal of Winterkill and Storm-Damaged Material

The Contractor shall remove all dead and damaged growth on all trees and shrubs. Once the work has been started, it should be completed within the week and in accordance with the American Nurserymen's Association and under the direction of the CDPW PM.
The Contractor shall remove any broken branches caused by storms immediately and report this damage to the CDPW PM. All dead and broken branches or branches that are discolored and detract from the visual quality of the plant shall be correctly removed immediately without waiting for approval from CDPW PM.

Pruning shall be done in a manner that promotes the shrub or vine to grow in a form characteristic of its species. In addition, pruning shall foster the formation of shrub masses rather than separate shrubs individually. Under no circumstances shall shrubs be sheared.

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

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

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

All non-desirable brush, thorns, brambles and vines, growing on, through or around shrubs shall be removed as directed by the CDPW PM.

8.4 Removal of Saplings and Woody Vines

Once annually the Contractor shall remove all new-growth woody material, including saplings and vines in areas identified on the Vegetation Management Zone (Appendix C). The purpose of the removal is to ensure structural stability associated with drainage structures and embankments, and to not impede channelized flow in the Water Quality and Outlet Swales. Material shall be bundled and disposed of off-site.

Manual removal via hand-pulling or the use of a weed wrench-type device is recommended. If the sapling or woody vine proves too difficult to pull, manual cuts using hand loppers or a sharp saw shall be allowed. Cuts shall be made as flush to the existing grade as possible without damage to other plant material.

Name of Bidder:_____

8.5 Seasonal Cutting of Grasses and Wildflowers

The Contractor shall cut and remove upland herbaceous material once annually. Cutting back and removing native upland grasses and forbs to the basal part of the plant stimulates growth and reduces the risk of disease. Additionally, cutting and removing invasive or weed species before they set seed favors native perennials.

Extreme care shall be exercised not to girdle or damage the stems of native trees, shrubs and wetland plants. Hand-cutting and/or the use of a rechargeable string trimmer is permitted at the Alewife Stormwater Wetland. Gas-powered string trimmers shall not be used at any time.

Native grasses and wildflowers shall never be cut lower than six inches (6”). Leave the clippings which may have viable seeds-in place. The Contractor shall remove the clippings of any weedy or undesirable species that may have set seed.

8.6 Monthly Cutting of Tall Turf Areas

The Contractor shall cut the tall turf shoulders to a height no less than two inches (2”) during the growing season. The 2’-wide shoulders occur on both sides of the stabilized aggregate path that circumnavigate the stormwater wetland and wetland forebay. The turf shoulders shall be cut no more than four (4) times per year. Tall Turf clippings may remain in place but shall be swept off the path.

A rechargeable string trimmer shall be used to cut the tall turf. Rotary mowers and gas-powered string trimmers shall not be used at any time.

8.7 Applying Herbicide to Control Common Reed Grass

To control common reed grass (*Phragmites australis*) within the main wetland basin/outlet swale, wetland forebay, and water quality swale, the Contractor (MA licensed applicator) shall apply approved herbicides during periods when Phragmites will most efficiently translocate the herbicide to destroy the root material (summer). Only cut-stem applications using Garlon 4, as approved in the 2015 Vegetation Management Plan, shall be used. The procedure for cut-stem applications includes:

- Cut stems just below leaf node, at least six inches (6”) above water line
- Inject a 25% active ingredient in the interior of the hollow stem using a squeeze bottle with blue indicator dye
- Bag and remove all cut stems and debris from wetland

All stormwater wetland management work will be performed by personnel trained to recognize and control invasive plants and shall have a valid Massachusetts pesticide license and be able and experienced in stem/foliar applications of herbicides. Prior to any application of herbicides by the Contractor the City of Cambridge will obtain an Order of Conditions from the Conservation Commission allowing the targeted and limited use of DEP-approved herbicides.

Name of Bidder:_____

8.8 Notifications

If, during a site inspection the Contractor identifies that the stormwater wetland is not functioning properly and causing a health or safety threat, he/she shall notify the CDPW PM immediately (no later than on the day of the observation).

8.9 Stormwater Wetland Elements

The Alewife Stormwater Wetland includes the following components identified in the Vegetation Management Zones (Appendix C):

- Wetland Forebay
- Water Quality Swale
- Main Stormwater Wetland Basin and Outlet Swale
- Emergency Spillways (east and west)
- Oxbow

Management of the Stormwater Wetland will consist of the following components: Inspections and Reporting: Growing Season Vegetation Management; Fall Clean-up; and Spring Clean-up.

Cambridge DPW Maintenance Activities (Not In Contract)

Additional maintenance items to be performed by the CDPW staff at the Alewife Stormwater Wetland and Bioretention Basins include, but are not limited to:

- Removal of sediment from structures, wetland forebay and stormwater wetland deep pool areas
- Removal of blockages in pipes and drainage structures
- Temporary dewatering of stormwater wetland
- Removal of large debris caused by flood or storm damage

9. Technical Standards for Management of the Stormwater Wetland

ITEM NOS. 1 - 4 – Inspections and Reporting

ITEM 1 Initial Site Visit and Report

Prior to the initiation of the management program on or about June 1st, 2015, the Contractor's Field Manager and the CDPW PM shall visit the Alewife Stormwater Wetland. The goals of this initial site walk are to:

- Familiarize the Contractor with the limits of work, access, and public safety issues
- Create a baseline identifying the current health and condition of plantings (digital photos and report)
- Identify additional tasks not included in the original scope of services

The Contractor shall submit a written report to CDPW PM listing observations and discussion points identified during the site walk. This report shall also include photographs and any recommended changes to the original inspection and/or management schedule. The photographs will serve as a baseline for vegetation (adaptive) management strategies over the contract period.

Name of Bidder:_____

ITEM 2 Biannual Inspection and Report

The Field Manager shall schedule a walk-through of the Alewife Stormwater Wetland with the CDPW PM twice annually, occurring in May and September, to inspect the quality of work performed, condition of vegetation, and recommendations for adaptive management, if necessary. For this Contract *Adaptive Management* is defined as:

> "An adaptive approach involves exploring alternative ways to meet management objectives, predicting the outcomes of alternatives based on the current state of knowledge, implementing one or more of these alternatives, monitoring to learn about the impacts of management actions, and then using the results to update knowledge and adjust management actions".

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

Item 3 Monthly Reports

The Contractor shall be responsible for providing to the CDPW PM a monthly summary and schedule of proposed activities for the following month. Weekly inspection forms will be included with the monthly report submission. These reports shall be emailed to the CDPW PM or delivered to the CDPW office by 5:00 PM on the first Thursday of each month.

Monthly reports shall include the following information:

- The title, name of person making report, time period covered in the report, and the date of submission
- Weekly work sheets showing labor-hours, personnel, materials, supplies and machinery that were used in each area
- Documentation of the performance of all routine tasks as described herein, including but not limited to mulching, weeding, brush removal, pruning, invasive plant removals, litter pick up, maintenance of herbaceous plants, etc.
- Description of any conditions that may be affecting the intended visual quality of the plant materials, including but not limited to: death, damage or decline in any plant growth, disease or pest problems, effects of excess or lack of adequate water
- Any situation identified as requiring monitoring by the CDPW PM shall be documented
- Recommendations for additional maintenance procedures that may be required, the associated costs, or changes to the current procedures being performed.

Name of Bidder:_____

ITEM 4 Final Report

At the end of the contract period, the Contractor's Field Manager shall submit a final report documenting the condition of the Alewife Stormwater Wetland, including the health, diversity and vigor of all plantings.

The Contractor's report shall also include recommendations for:

- alternative management techniques
- reallocation of manhours
- modifications to tasks and schedule

This report shall include any costs associated with these recommendations.

ITEM NO. 5 - – Growing Season Vegetation Management

ITEM 5 Growing Season Vegetation Management (June 1 through October 31, 2015 and April 15 through May 31, 2016)

Growing Season Maintenance will begin with the commencement of this contract and will continue weekly through the end of October. Growing Season maintenance will resume following Spring Clean-Up on April 15, 2016 through the end of this contract on May 31, 2016. To perform all tasks during this period, the Contractor shall carry a minimum of twelve (12) hours per week, with a total of forty eight (48) hours per month (minimum). These time estimates are given as a guideline based on previous experience. The contractor will not receive additional compensation if the work takes longer than the estimated times. Specific maintenance items to be performed during the Growing Season include:

- Weekly litter pick-up and disposal – all areas

- Monthly cutting of Tall Turf areas – only includes the shoulders on both sides of the six foot (6') wide stabilized aggregate path

- Targeted Invasive Removal – includes:

    1. Applying herbicide to control Common Reed Grass
    2. Manually removing (by hand) Invasive and Likely Invasive Species before they go to seed; likely species include but are not limited to: Garlic mustard (May); Japanese stilt grass (June); purple loosestrife, Japanese knotweed and water chestnut. Plants shall be bagged and removed from site to prevent the spreading of seed heads

- Removing any dead or dying vegetation within the wetland system

Name of Bidder:_____

ITEM NO. 6 - – Fall Clean-Up

ITEM 6 Fall Clean-Up (November 2015)

Fall clean up shall begin by the first week of November and continue on a weekly basis to be completed by the last week of November. To perform the tasks outlined below, the Contractor shall carry twelve (12) hours per week, with a total of forty eight (48) hours to complete this task. These time estimates are given as a guideline based on previous experience. The contractor will not receive additional compensation if the work takes longer than the estimated times

Fall clean-up shall include the following maintenance items:

- Litter pick-up and disposal – all areas
- Removing any dead or dying vegetation within the wetland system

ITEM NO. 7 - – Winter Clean-Up

ITEM 7 Winter Clean-Up (December 1, 2015 through March 15, 2016)

Winter clean up period will occur monthly from December 1st through March 15th, weather permitting. To perform the tasks outlined below, the Contractor shall carry two (2) hours per month, with a total of six (7) hours to complete this task. These time estimates are given as a guideline based on previous experience. The contractor will not receive additional compensation if the work takes longer than the estimated times

Winter clean-up shall include the following maintenance items:

- Litter pick-up and disposal – all areas

ITEM NO. 8 - – Spring Clean-Up

ITEM 8 Spring Clean-Up (March 15 through April 15, 2016)

Spring Clean-Up will occur as early as weather permits and completed by April 15**.** To perform the tasks outlined below, the Contractor shall carry twelve (12) hours per week, with a total of forty eight (48) hours to complete the task. These time estimates are given as a guideline based on previous experience. The contractor will not receive additional compensation if the work takes longer than the estimated times The Contractor shall not commence with Spring Clean-Up activities until it has received written approval by the CDPW PM.

Spring Clean-Up shall include the following maintenance items:

- The pickup, removal, and disposal offsite of all litter including but not limited to: leaves, sticks, sand, branches, stones, paper, cans, animal feces, bottles, trash, etc.; areas include all open water areas and steep banks associated with the Wetland Forebay, Water Quality Swale; Main Wetland Basin; and the Oxbow; Contractor must have protective equipment to enter water areas in non-winter months to retrieve debris and/or have a reaching device to reach debris within wetland system; Contractor shall not enter wetland open water section when ice is present, but will use a reaching device to obtain any loose trash or debris.
- Cutting of native grasses and wildflowers; includes banks of stormwater wetland, water quality swale and wetland forebay

Name of Bidder:_____

- Removal of winterkill and storm-damaged material
- Sapling, Sprout and Woody Vine Removal: hand-pull invasive woody vegetation; likely species to include but not limited to barberry, multi-flora rose, black locust, and bittersweet; in areas containing turf reinforcement matting (TRM), it is important not to cut or create holes in the fabric (TRM is a green plastic netting used in conjunction with plantings to stabilize steep banks, channels and spillways). Areas include: the steep banks in the wetland forebay; the steep banks associated with the water quality swale; the two (2) emergency spillways in the stormwater wetland; and the stormwater wetland outlet channel
- The filling of all depressions, ruts, holes in all Tall Turf areas to safe and proper existing matching grades with rolled or tamped loam and then seeded

ITEM NO. 9 - –Additional Maintenance

ITEM 9 Additional Maintenance

When approved by the CDPW PM additional maintenance services will be performed based upon recommendation made during inspections and reporting. Payment shall be by the unit bid price per 8 hour workday. The additional maintenance item shall be used for maintenance that is not covered under other items in this contract.

The owner will carefully monitor the progress of the additional maintenance crew during work performed under this item. If at any time, the additional maintenance crew is not working efficiently and effectively, the CDPW PM will notify the contractor that changes need to be made to the means and methods. The owner will make the determination whether the crew is working efficiently and effectively based on recent records of time needed to perform similar tasks. The determination of whether the crew is working efficiently and effectively will be determined solely by the CDPW PM.

The minimum size crew for work performed under this item shall be one field manager and one field technician.

Name of Bidder:_____

ITEM NO. 10 - –Plant Materials

ITEM 10 Plant Materials PROVISIONAL SUM FOR Plant MATERIALS ($3,500.00) AND PERCENTAGE ADJUSTMENT FOR SUM Percentage

When approved by the CDPW PM seed and plant materials will be added to the Alewife Stormwater Wetland to replace dead or damaged vegetation. Newly purchased Plant Materials shall be paid at the invoice cost plus the bid mark-up and shall appear as a separate itemized list on invoices. Copies of the Contractor's material invoices must be supplied. The City may direct the Contractor that certain named plant materials are to be ordered only upon the prior approval of the CDPW PM.

Payment will be made according to the original invoice plus the bid mark-up, When approved by the CDPW PM seed and plant materials will be added to the Alewife Stormwater Wetland to replace dead or damaged vegetation.

APPENDICES

Appendix A: Locus Plan
Appendix B: Invasive Species List – Alewife Stormwater Wetland
Appendix C: Vegetation Management Zones – Alewife Stormwater Wetland

Name of Bidder:_____

Quality Requirements

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid. Circle "YES or "NO" for the following Quality Requirements:

1. The bidder has Experience with a minimum of three (3) similar projects that have been completed within the past five (5) years, preferably in the Commonwealth of Massachusetts.

   Yes **No**

2. The Field Manager assigned to this contract must be consistent throughout the maintenance period and is a MA Certified Horticulturalist, has a Massachusetts Invasive Plant Management Certification and has training in Wetland Plant Identification. The Field Manager must have a minimum of five (5) years experience in wetland restoration, replication, enhancement, and/or management, where the majority of this experience is in connection with at least three (3) projects regulated under the Massachusetts Wetlands Protection Act (310 CMR 10.00).

   Yes **No**

3. The Bidder will commit that the at all times (except during the Winter Clean-Up Period) at least one member of the crew shall be a MA Certified Horticulturalist and have a Massachusetts Invasive Plant Management Certification and training in Wetland Plant Identification and be present for all phases of work.

   Yes **No**

4. Bidder will commit that during pesticide applications a Licensed Pesticide Applicator will be onsite.

   Yes **No**

5. The pesticide applicator assigned to this contract must be consistent throughout the maintenance period and is a MDAR Pesticide Certified/Licensed applicator with a minimum of five (5) years experience in connection with at least three (3) projects regulated under the Massachusetts Wetlands Protection Act (310 CMR 10.00).

   Yes **No**

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

   Yes **No**

7. The submitted bid is without conditions, exceptions or modifications to the bid document.

   Yes **No**

This form must be submitted with your bid

Name of Bidder:_____

Bid Submittal Requirements

1. Bidder shall supply the names and contact information of three references. In addition, the City reserves the right to use itself as a reference.

_____

_____

_____

2. Bidder shall submit Company background information including a description of project scope, cost and contact information for three similar projects completed by the Bidder in the last five years.

3. Bidder shall supply a copy of the Field Manager's resume assigned to this contract with proof of required certifications and licenses.

4. Bidder shall supply a copy of the MDAR Pesticide Certified/Licensed applicator's resume assigned to the contract with proof of required certification/license.

Price Proposal- Please fill out the attached Price Proposal Sheet items 1-10.

Year One

Items 1-10 Total for Attached Cost Proposal Sheet

$_____

Total in words: _____

Year Two

Items 1-10 Total for Attached Cost Proposal Sheet

$_____

Total in words: _____

Signature of bidder:_____

Email Address:_____

This form must be submitted with your bid

Name of Bidder:_____

VEGETATION MANAGEMENT PROGRAM FOR THE ALEWIFE STORMWATER WETLAND SERVICES

COST PROPOSAL SHEET YEAR ONE

NAME OF BIDDER:_____

ITEM No	Description	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Initial Site Visit and Report (each)	1		
2	Biannual Inspection and Report (each)	2		
3	Monthly Reports (each)	12		
4	Final Report (each)	1		
5	Growing Season Vegetation Management (Monthly)	6.5		
6	Fall Clean-Up (each)	1		
7	Winter Clean-Up (Monthly)	3.5		
8	Spring Clean-Up (each)	1		
9	Additional Maintenance ($/day)	24		
10	Provisional Sum for Plant Materials ($3,500) and % adjustment for Sum $3,500 + _____%	1		
			GRAND TOTAL =	

VEGETATION MANAGEMENT PROGRAM FOR THE ALEWIFE STORMWATER WETLAND SERVICES

COST PROPOSAL SHEET YEAR TWO

NAME OF BIDDER:_____

ITEM No	Description	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Initial Site Visit and Report (each)	1		
2	Biannual Inspection and Report (each)	2		
3	Monthly Reports (each)	12		
4	Final Report (each)	1		
5	Growing Season Vegetation Management (Monthly)	6.5		
6	Fall Clean-Up (each)	1		
7	Winter Clean-Up (Monthly)	3.5		
8	Spring Clean-Up (each)	1		
9	Additional Maintenance ($/day)	24		
10	Provisional Sum for Plant Materials ($3,500) and % adjustment for Sum $3,500 + _____%	1		
			GRAND TOTAL =	

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.

_____
(Print Name of person signing bid) Date

_____
(Signature & Title)

This form must be submitted with your bid

Name of Bidder:_____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

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

_____

(Name of Business)

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

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

This form must be submitted with your bid

Name of Bidder:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal*

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

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;
    (h) Any relevant evidence of rehabilitation or lack thereof;
    (i) Any other relevant information, including information submitted by the candidate or requested by the City.

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

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

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

Revised May 5, 2007

Name of Bidder:_____

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.

Name of Bidder:_____

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

Name of Bidder:_____

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.

Name of Bidder:_____

(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.

Name of Bidder:_____

(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;

Name of Bidder:_____

(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, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

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

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

2.121.090 Severability.

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

2.121.100 Effective Date.

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

Name of Bidder:_____

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.
For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is $10.25.

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Bidder:_____

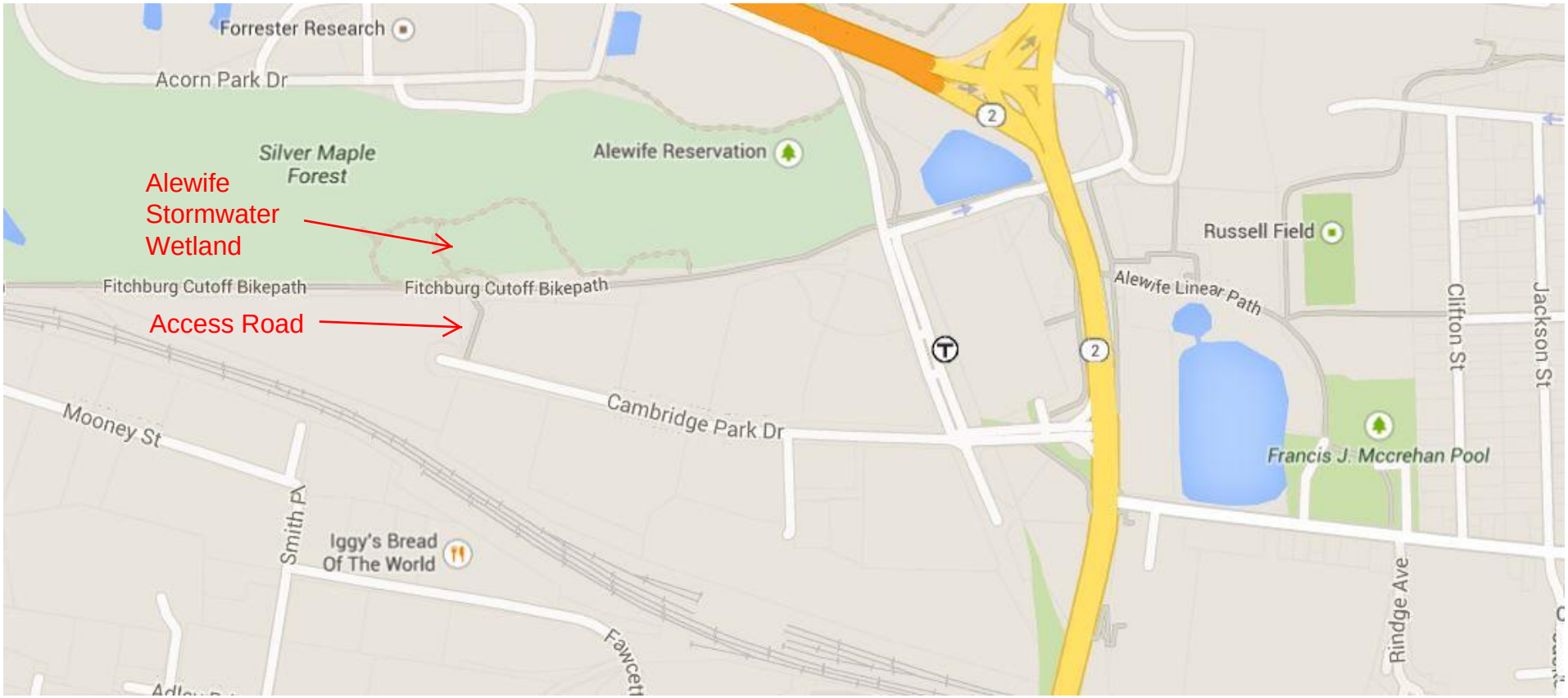
For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is $14.51.

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

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

Name of Bidder:_____

APPENDIX A – Locus Plan



Access to the Alewife Stormwater Wetland is at the end of CambridgePark Drive via small access road.

Appendix B: Invasive Species List
Alewife Stormwater Wetland

This document addresses the most pressing species of concern, in terms of both benefit and detriment to the wetland and Alewife Reservation. The native plants specified for the wetland and surrounding "natural" areas were selected for their adaptation to wetland conditions, wildlife support, aesthetics, and water quality improvement capabilities. Plants selected for the parkland areas enhance park-users' experience while minimizing maintenance expense and diversifying native habitat. The VMP aims to maintain and support the attributes of ***beneficial*** target vegetation. ***Detrimental*** target vegetation falls into one or more of the following categories, as described below: hazard, damaging, nuisance, and invasive.

Hazard Vegetation

This category includes vegetation obscuring sightlines, creating obstacles to signs or vehicular movement, posing windfall hazard over vehicular or pedestrian ways, or creating winter shade leading to icing conditions. In some instances conifers may present a hazard.

Damaging Vegetation

This category comprises grasses and woody plants that are destructive to or compromise the function of pathways, as well as woody vegetation growing in and along drainage (water quality swale, emergency spillways and wetland basin outlet channel) and hydraulic structures.

Nuisance or Noxious Vegetation

This category includes any vegetation that could potentially cause problems to the general public, DPW/DCR employees, or contractors maintaining the project area. The overwhelming plant material to be controlled in this instance is Poison Ivy (Toxicodendron radicans). Poison Ivy and other nuisance vegetation growing within 30 feet of the edge of pavements or site features, a drainage structure or swale, or other structures and appurtenances requiring maintenance will be considered target vegetation.

Eight (8) species have already been identified on site in 2014 as "nuisance or noxious", and include the following:

Cirsium arvense (Canadian thistle)

Convolvulus arvensis (bind weed)

Cyperus esculentus (yellow nutsedge)

Phylolacca americana (poke weed)

Toxicodendron radicans (poison ivy)

Typha sp. (cattail)

Urtica dioica (common nettle)

Vicia villosa (hairy vetch)

These species are not currently targeted for removal by the Contractor but require monitoring for future reference.

One example of a potentially nuisance species within the stormwater wetland includes the cattail (Typha latifolia). Although cattails are native to Massachusetts, they can be weedy and are often considered invasive. Cattail will establish and reproduce at an extremely fast pace; communities will grow exponentially if left unchecked and unrivaled. Cattail populations are usually easily managed by competition for niche and water levels, but competition is low during the establishment period when water levels are kept low and desired plants have not yet taken root.

Invasive Vegetation

Invasive vegetation typically consists of introduced plants that have spread from gardens and agricultural areas into the wild, where they pose problems for the natural environment. Typically, invasive plants are non-native, and generally there are no local diseases or pests to control them. Invasives reproduce and spread quickly, and thrive in disturbed conditions, outcompeting and displacing native species. This reduces biodiversity, because as the native plants disappear, so also do the insects and animals which depend on them for food and habitat.

The starred (*) items below indicate invasive species that have been inventoried on site in 2014 by the Contractor. The double starred-items (**) indicate invasive plant species found adjacent to but outside the limit of project area but the Contractor.

Trees:

Acer platanoides L. (Norway maple)

Acer pseudoplatanus L. (Sycamore maple)

Salix atrocinerea/Salix cinerea L. (Large Gray Willow/Rusty Willow)

Ailanthus altissima (P. Miller) Swingle (Tree of heaven)

Rhamnus cathartica L. (Common buckthorn)

*Robinia pseudoacacia L. (Black locust)

Shrubs:

**Berberis thunbergii DC. (Japanese barberry)

Elaeagnus umbellata Thunb. (Autumn olive)

Euonymus alatus (Thunb.) Sieb. (Winged euonymus; Burning bush)

Frangula alnus P. Mill. (European buckthorn; glossy buckthorn)

Lonicera morrowii A.Gray (Morrow's honeysuckle)

Lonicera x bella Zabel [morrowii x tatarica] (Bell's honeysuckle)

*Polygonum cuspidatum Sieb. & Zucc. (Japanese knotweed; Japanese or Mexican Bamboo)

*Rosa multiflora Thunb. (Multiflora rose)

Vines:

**Celastrus orbiculatus Thunb. (Oriental bittersweet; Asian or Asiatic bittersweet)

Cynanchum louiseae Kartesz & Gandhi (Black swallow-wort, Louise's swallow-wort)

Lonicera japonica Thunb. (Japanese honeysuckle)

Polygonum perfoliatum L. (Mile-a-minute vine or weed; Asiatic tearthumb)

Herbs:

Aegopodium podagraria L. (Bishop's goutweed; bishop's weed; goutweed)

*Alliaria petiolata (Bieb.) Cavara & Grande (Garlic mustard)

Cabomba caroliniana A.Gray (Carolina fanwort; fanwort)

Euphorbia esula L. (Leafy spurge; wolf's milk)

Glaucium flavum Crantz (Sea or horned poppy; yellow hornpoppy)

Hesperis matronalis L. (Dame's rocket)

Iris pseudacorus L. (Yellow iris)

Lepidium latifolium L. (Broad-leaved pepperweed; tall pepperweed)

Lysimachia nummularia L. (Creeping jenny; moneywort)

**Lythrum salicaria L. (Purple loosestrife)

Myriophyllum heterophyllum Michx. (Variable water-milfoil; Two-leaved water-milfoil)

Myriophyllum spicatum L. (Eurasian or European water-milfoil; spike water-milfoil)

Potamogeton crispus L. (Crisped pondweed; curly pondweed)

Ranunculus ficaria L. (Lesser celandine; fig buttercup)

Trapa natans L. (Water-chestnut)

Perennial Grasses:

*Phalaris arundinacea L. (Reed canary-grass)

**Phragmites australis (Cav.) Trin. ex Steud. subsp. australis (Common reed)

Japanese knotweed (Polygonum cuspidatum) is especially virulent and can be further spread by some methods of removal; eradication can take several years and is best attempted by integrating several removal methods.

The common reed (Phragmites communis) and reed grass (Phragmites australis) initially represented 11% of the vegetative population prior to construction of the wetland basin, existing in dense, monocultured stands. Although the population was removed and the area grubbed prior to planting, large populations still exist in the immediate vicinity. The rapid establishment of native plant communities will aid in relegating Phragmites populations to the perimeter, but consistent, rigorous monitoring, removal and herbicide application will have to scheduled and maintained.

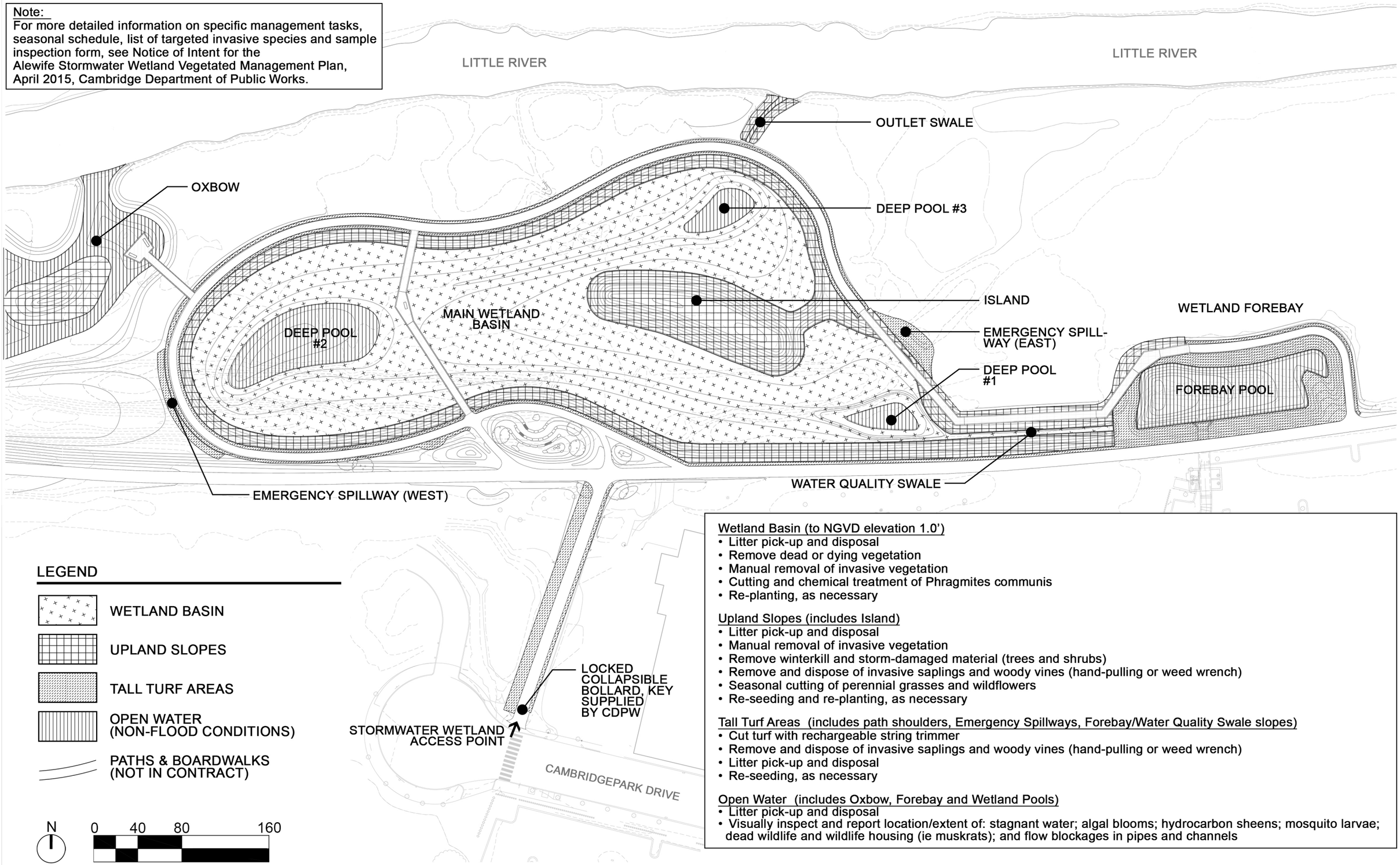
Additional Targeted Species of Concern

"Likely Invasive" Plant Species

As of May 2014 three species identified by MIPAG as "likely invasive" have been inventoried and found growing within the project area. "Likely Invasive plants" are non-native species that are naturalized in Massachusetts but do not meet the full criteria that would trigger an "Invasive plant" designation. These species, targeted for manual removal in 2014/2015 by the Contractor, include:

Berberis vulgaris L. (Common barberry; European barberry) – shrub
Humulus japonicus Sieb. & Zucc. (Japanese hops) – annual herbaceous vine
Microstegium vimineum (Trin.) A. Camus (Japanese stilt grass; Nepalese browntop)
Japanese hop (Humulus japonicus)

Note:
For more detailed information on specific management tasks, seasonal schedule, list of targeted invasive species and sample inspection form, see Notice of Intent for the Alewife Stormwater Wetland Vegetated Management Plan, April 2015, Cambridge Department of Public Works.



Wetland Basin (to NGVD elevation 1.0')
- Litter pick-up and disposal
- Remove dead or dying vegetation
- Manual removal of invasive vegetation
- Cutting and chemical treatment of Phragmites communis
- Re-planting, as necessary

Upland Slopes (includes Island)
- Litter pick-up and disposal
- Manual removal of invasive vegetation
- Remove winterkill and storm-damaged material (trees and shrubs)
- Remove and dispose of invasive saplings and woody vines (hand-pulling or weed wrench)
- Seasonal cutting of perennial grasses and wildflowers
- Re-seeding and re-planting, as necessary

Tall Turf Areas (includes path shoulders, Emergency Spillways, Forebay/Water Quality Swale slopes)
- Cut turf with rechargeable string trimmer
- Remove and dispose of invasive saplings and woody vines (hand-pulling or weed wrench)
- Litter pick-up and disposal
- Re-seeding, as necessary

Open Water (includes Oxbow, Forebay and Wetland Pools)
- Litter pick-up and disposal
- Visually inspect and report location/extent of: stagnant water; algal blooms; hydrocarbon sheens; mosquito larvae; dead wildlife and wildlife housing (ie muskrats); and flow blockages in pipes and channels

APPENDIX C

ALEWIFE STORMWATER WETLAND
VEGETATION MANAGEMENT ZONES

City of Cambridge
Articles of Agreement
SAMPLE

Commodity:
File Number:

This agreement is made and entered into this xx/xx/xx by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the **Commonwealth of Massachusetts,** and **xxxxxxxxx.** a corporation duly organized and existing under the laws of the **xxxxxxx**("the Contractor").
Address:
Telephone:

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 **xx/xx/xx** and ending on **xx/xx/xx.**

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of **xx/xx/xx.**

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 the 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.

Name of Bidder:_____

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.

The City:

_____
Richard C. Rossi
City Manager

_____
Amy L. Witts
Purchasing Agent

Approved as to Form:

_____
Nancy E. Glowa
City Solicitor

The Contractor:

_____
Signature and Title

Name of Bidder:_____