TO: Elizabeth Unger, Purchasing Agent
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 16, 2019 which will be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on Thursday, May 30, 2019. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City’s web site, www.CambridgeMA.gov, Online Services, Current Bid List, Invitation for Bid, File No. 8584.

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 Specialized Landscape Maintenance Program for Cambridge Water Department opened at 11:00 a.m. on Thursday, May 30, 2019”. 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: __________________________
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.

Revised per Addendum No. 1
To:

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

The contract period is for three years. The contract start date will be June 1, 2019 or soon after as determined by the City. One award will be made as a result of this Invitation for Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest total price Appendix A and Appendix B, listed in the price proposal section. The payment and performance obligation for each succeeding year of the multiyear contract will be subject to the appropriation and availability of funds.

All prices must remain FIRM during the entire contract period.

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

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

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

Bidder’s questions concerning this Invitation for Bid, including any exceptions to the specifications must be submitted in writing and either emailed to purchasing@cambridgema.gov or delivered to the Office of the Purchasing Agent, Elizabeth Unger by Thursday, May 23, 2019 by 2:00pm. An addendum will be posted to the website to notify all bidders of questions and answers. Bidders will not be notified individually of Addendums.

An addendum will be posted to the Purchasing website notifying bidders of the questions and answers. Please check the website for Addenda before submitting your bid to the City.

Bidders will not be notified individually of Addenda.

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

Living Wage Requirements
The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel that work on any City contract. The City of Cambridge’s Living Wage as of March 1, 2019 is $16.15 per hour. The Living Wage Requirements are attached.

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

Pre-bid Conference
There will be a pre-bid conference on Tuesday, May 21, 2019 at 10:30 a.m. at the Walter J Sullivan Water Treatment Facility (Cambridge Water Department), 250 Fresh Pond Parkway, Cambridge MA. A site visit may be arranged for each area following the pre-bid conference. Attendance at the Pre-bid conference is strongly recommended.

Wage Theft Prevention Certification
In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals. Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the Wage Theft Prevention Certification form attached.
Information and Instructions to Bidders

1. Air and Noise Pollution Control
The Contractor shall conduct its operations so as not to violate any state and local ordinances pertaining to air or noise pollution. Reduced decibel, and reduced emission landscape maintenance equipment will be used whenever possible, and in sensitive areas when directed.

2. Fresh Pond Reservation Green Landscape Equipment Pilot Program
The Contractor shall participate in the Fresh Pond Reservation Green Equipment Pilot Program. The purpose of this program is to pilot green landscape machinery to reduce CO2 emissions and lower noise levels during landscape operations. Green equipment identified for specialized landscape management includes rechargeable string trimmers. Contractor shall use electric string trimmers in noise-sensitive areas as directed. CWD garage space will be provided for the recharging of electric string trimmers, as necessary.

3. Fueling of Equipment
All equipment must be refueled on a paved area at least fifty feet from the reservoir’s edge. There are no exceptions to this rule.

4. Sub-Contracting
Contractors awarded the bid will not be allowed to sub-contract any work pertaining to Vegetation Management, including invasive species removal, pruning in restoration areas, and meadow mowing.

5. Location, Boundaries and Features
Areas to perform specialized management work are identified in Attachment 1 – Specialized Management Area Plans. Thirteen (13) specific management areas are identified on the Key Plan and are listed below:

1. Fresh Pond Shoreline
2. Lusitania Meadow
3. Parkway and Community Gardens
4. Water Treatment Facility
5. Kingsley Park
6. Pine Grove
7. Weir Meadow
8. Glacken Slope
9. Little Fresh Pond
10. Old Field and Birch Grove
11. North Pond
12. Black’s Nook
13. Maher Park and Neville Manor

Invasive species management is restricted to those areas identified as “Naturalized” and “Stormwater BMP’s” on the Management Area Plan drawings.

Maintenance activities associated with turf grass (mowing, fertilizing, liming, seeding, irrigating), plant beds (mulching, weeding and pruning), plant health care, litter pick up and disposal, paving (sweeping and vacuuming) and winterization (plowing and de-icing), are not included as part of this Contract. These areas, identified on the Management Area Plans as formal “Landscaped” areas (shown in diagonal hatch), are to be maintained as part of the City’s General Landscape Maintenance contract.

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

7. Weekly Reports and Meetings
The Contractor’s Foreman will attend meetings and supply written reports weekly. Meetings shall take place at the Water Treatment Facility or occur as a site visit, at the discretion of the Reservoir System Manager. Reports will be delivered by hand or fax (617) 349-6616 to the Reservoir System Manager no later than 1:00PM on each Thursday of each week.

The report must include a summary of work performed the prior week as well as an itinerary and work schedule for the coming week.

Scope of Services
The Specialized Landscape Maintenance Contract will be under the direction of the Watershed Manager through the Reservoir System Manager or other representative. The Reservoir System Manager will make any changes or instruct the Contractor if he/she sees any improprieties or deviations during the specialized landscape maintenance contract period.

All landscape maintenance will be done with care, safety and professionalism. Native plant communities contain living species that will not withstand improper handling.

Description of Work

1. Care and Protection of Property
The Contractor must be aware that Fresh Pond Reservation is approximately 165 acres of City-owned land established as a buffer to protect the Fresh Pond Reservoir terminal water supply. All maintenance activities undertaken in the Reservation must be performed with the utmost care.

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

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

3. Professional Standards
This landscape maintenance contract will be under the supervision of a Massachusetts Certified Landscape Professional (MCLP) currently employed by the bidder. The MCLP listed must have current certification and be a member in good standing.

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

All invasive plant work requiring application of chemicals must be performed by and/or with an employee who has successfully completed the Massachusetts Invasive Plant Management Certification Program.

4. Access

Revised per Addendum No. 1
The Contractor shall maintain safe access to adjacent buildings and property throughout the landscape maintenance period.

5. **Time Table**
Contract shall commence upon May 1, 2019 or soon after as determined by the City. The Spring Kickoff Meeting and Walk-Through shall commence as soon as weather permits and be completed by the first week of May.

Weekly management tasks shall commence as soon as weather permits and be completed the last week of October for a period of twenty-seven (27) weeks.

All vegetation management shall be completed so as not to interfere with scheduled events. The Reservoir System Manager shall notify the Contractor in advance of all such scheduled events.

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

All Time and Materials work must be scheduled within five workdays from the time of request.

6. **Seasonal Limitations**
Planting or seeding shall only be done during spring planting season (April-June) or fall planting season (September-November) as directed by the Reservoir System Manager.

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

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

A two-person vegetation management crew consisting of a foreman and skilled laborer will be assigned to Fresh Pond Reservation during the length of the Contract. The Contractor should be aware that supplemental work crews will be needed to assist core staff throughout the maintenance season.

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

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

At no time while engaged in work as part of this Contract shall any employee of the Contractor address any person they encounter at any park or other municipal area in any manner other than complete politeness. Any question or direction received by any person by a Contractor’s employee shall politely refer them to the Reservoir System Manager.

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

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

8. **Uniforms**

Revised per Addendum No. 1
Contractors are required to ensure that their employees are neat and tidy and outfitted in a standard matching uniform with the Contractor’s name on it.

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

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

Employees performing wetland work must have appropriate boots, hip, or chest waders.

9. Communications
The Contractor and its employees will provide their own mobile phones to be used for communication during the entire length of the Contract.

The Contractor shall respond to the Reservoir System Manager within sixty (60) minutes of being called or otherwise contacted.

The Contractor will return the Cambridge Water Department phone calls no more than one (1) hour after the Cambridge Water Department has initiated contact.

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

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

10. Work Orders and Electronic Data Input
The City will provide a working tablet with GIS capabilities to be used for data input during the entire length of the Contract. Specific information associated with data input is shown in the Invasive Plant Management Work Log (Attachment 4).

Materials (1-3)

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

2. Herbicide
The Contractor will provide all herbicides and application devices for vegetation management. The following is a list of approved herbicides for use at Fresh Pond Reservation:

- Roundup Pro;
- Rodeo;
- Garlon 3A;
- Aquaneat; and
- ADIOS (salt-based).
3. Seed
The City will provide all seed mixes to be used for naturalized and stormwater management areas. Any seeding work as directed by the Reservoir System Manager will be billed according to the established Time and Materials rate.

Maintenance Methods
Personnel familiar with invasive species identification, adaptive management strategies, and landscape restoration procedures shall perform all vegetation management.

Work Items Required for Invasive Species Management
The Contractor will be responsible for furnishing all labor and materials necessary to provide complete and continuous management of meadow, woodland and wetland areas as specified herein. The scope of work shall include all restoration and naturalized areas as indicated on the enclosed Specialized Management Area Plans (Attachment 1).

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

- Spring kickoff meeting and walk-through;
- Providing a seasonal schedule of work;
- Cartograph training;
- Weekly meetings with the Reservoir System Manager;
- Wetland, Woodland and Meadow Management;
- Bagging and/or removing all unwanted plant material or debris to an on-site location as directed by the Reservoir System Manager;
- Pruning small trees and shrubs as directed;
- Seeding disturbed areas as directed;
- Mowing native meadow and grassland areas as directed; and
- Performing all work by required dates as outlined.

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

The Contractor shall review the 2016 Vegetation Management Plan for the Fresh Pond Reservation Notice of Intent for a full understanding of the existing resource areas and buffer zones as well as the approved management zones (see Attachment 2 for associated Order of Conditions).

Four distinct management zones within Fresh Pond Reservation are identified in the Vegetation Management Plans. Management methods for each zone were developed based on the following criteria:

- Proximity to Fresh Pond Reservoir
- Proximity to the two active community gardens
- Proximity to existing ponds, bordering vegetated wetlands, isolated land subject to flooding, and constructed stormwater wetlands/bioretention basins

Qualifications and Staffing Commitment
All vegetation work will be performed by personnel trained to recognize and control invasive plants. Individuals applying herbicides shall have a valid Massachusetts pesticide license and be experienced in targeted stem and foliar applications. Within bordering vegetated wetland and the stormwater wetlands, personnel shall also be experienced in wetland hydrology, wetland botany, and the identification and removal of the invasive species listed in Attachment 3 – FPR List of
Invasive, Noxious and Hazardous Plants. At all times at least one member of the crew (on-site) shall be a Massachusetts Certified Landscape Professional and have a Massachusetts Invasive Plant Management Certification and training in invasive plant identification.

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

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

**Spring Kickoff Meeting and Walk-Through**
At the initiation of the specialized landscape management program and each subsequent year of the Contract, the Contractor and the Reservoir System Manager shall meet and walk the Reservation prior to the Spring kickoff meeting. There shall be a mandatory three-hour orientation meeting for the Contract representative and the two-person grounds maintenance crew before regular maintenance starts.

The Contractor shall submit a written report to the Reservoir System Manager describing observations and conclusions made during the annual walk-through. This report should include recommendations for any additional work or modifications to the work as outlined in these specifications. This report shall also include any costs associated with these recommendations. Based on the Contractor’s report, or any special conditions that may arise, this Schedule may be modified by the Reservoir System Manager or his/her representative.

**Cartegraph Training**
Each spring there shall be a mandatory four-hour training by the City to familiarize the Contractor with its GIS-based Cartegraph software. A minimum of two (2) Contractor field personnel, including the foreman, will be required to attend.

**Weekly Meetings with the Reservoir System Manager**
As part of the weekly meeting, the Contractor’s Field Supervisor shall schedule a walk-through of the site with the Reservoir System Manager to: inspect the quality of the work being performed; to discuss any outstanding issues; and discuss any changes to the current maintenance practices that may be required. The site visit will be summarized in a report by the Field Supervisor and submitted to the Reservoir System Manager. The Contractor shall carry out any changes in current practices described and approved by the Reservoir System Manager.

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

**Weekly reports shall include the following information:**
- The title, name of person making report, time period covered in the report, and the date of submission on the cover.
- Weekly work sheets showing labor-hours, materials, supplies and machinery that were used in the Reservation.
- Documentation of the performance of all routine tasks as described in this section of the specifications.
- Description of any conditions that may be affecting the intended visual quality of the plant materials i.e. death, damage or decline in any plant growth, disease or pest problems, effects of excess or lack of adequate water.
- Any situation identified as requiring monitoring by the Reservoir System Manager shall be documented.
Recommendations for additional maintenance procedures that may be required, the associated costs, or changes to the current procedures being performed.

The Contractor shall identify Reservation vandalism and any hazardous conditions that may exist.

**Work Hours**
All work shall be performed on weekdays only. Weekend work must have prior approval of the Reservoir System Manager.

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

Work shall begin at the hour of 7:00 a.m. and finish by 3:00 p.m. Variations in work hours and days must be approved by the Reservoir System Manager.

The work of the Landscape Maintenance Contractor shall not interfere with the use of the Reservation at any time unless with approval of the Reservoir System Manager.

**Vehicular Access to the Site**
Under no circumstances shall Contractor’s trucks enter the Reservation Perimeter Road and pathways without the approval of the Reservoir System Manager. If it is found that a Contractor’s truck has driven on any turf grass area or stabilized aggregate path, the Contractor will be held completely responsible for repairing all damages at their own expense.

Approved vehicular access points to landscape management areas can be found on page 2 of the 2016 Vegetation Management Plan for the Fresh Pond Reservation Notice of Intent.

**Invasive Species Management**
All invasive species management shall be performed by the Contractor holding a valid Massachusetts pesticide license and be able and experienced in stem/foliar applications of herbicides.

All invasive species management shall be performed by a two-person crew of which at least one will have a Massachusetts Invasive Plant Management Certification, training in invasive plant identification, and be present for all phases of work.

All invasive species management shall be performed by personnel familiar with Massachusetts native plants and the following habitat types: wet meadow; scrub/shrub wetland; forested wetland; vernal pool; woodland; and upland meadow.

Each site visit will involve eight hours of work or 16-man hours per visit excluding travel time to and from Fresh Pond Reservation. It is anticipated that one (1) hour of data input into Cartegraph will be required for each site visit.

Invasive species management will consist of 62 visits throughout the maintenance period (April 1st through October 31st). Anticipated schedule subject to modification is six (6) visits in April, ten (10) visits in May, ten (10) visits in June; ten (10) visits in July; ten (10) visits in August; ten (10) visits in September; and six (6) visits in November (to be scheduled by CWD).

Work will consist of the following:

- Drip bottle application of glyphosate- or triclopyr-based herbicides;
- Targeted backpack spray application using glyphosate- or triclopyr-based herbicides and surfactant;
- Gloved hand-swiping of glyphosate- or triclopyr-based herbicides with dye;
- Foliar spray application of poison ivy using ADIOS (salt-based solution);
• Manual and mechanical removal of Invasive and Likely Invasive plant species;
• Mechanical removal of Noxious plant species;
• Manual and mechanical removal of saplings, sprouts and woody vines;
• Plastic sheet application to deter future plantings;
• Mechanical steaming of hazardous and invasive herbaceous vegetation (future pilot program);
• Basal bark cutting of Invasive trees;
• Biological control of purple loosestrife using non-invasive beetles;
• Hand-pulling and mechanical harvesting of aquatic invasives using a harvester or hydro-rake;
• On-site disposal of all pulled, treated and cut material (in-situ or Fresh Pond Golf Course yard waste bin);
• Bagging and on-site disposal (dumpster) of viable, invasive seed heads;
• Removal and on-site disposal (dumpster) of debris and isolated litter in restoration areas;
• Providing written reports for each visit within one week of visit;
• Monitoring both the plant and animal communities and advising CWD staff of future management needs;
• Each site visit will involve eight hours of work or 16-man hours per visit;
• Each site visit will require the Field Supervisor to record all work performed that day into the City’s (Cartegraph) Work Order System;
• Any additional work will be billed under the time and materials unit contract prices;
• The Contractor shall provide all approved herbicides as necessary to complete the work order;
• The Contractor shall provide heavy-duty plastic bags for bagging of viable seed heads, debris and litter;
• The CWD will provide approved seed mixes for reseeding, if needed.

Contractor must come equipped with all tools and chemical application equipment.

Employees must be able to identify and manage through mechanical and chemical means the following plants currently existing at Fresh Pond Reservation:

• Ailanthus (Ailanthus altissima)
• Asiatic bittersweet (Celastrus orbiculatus)
• Bindweed (Convolvulus arvensis)
• Bittersweet (Celastrus orbiculatus)
• Blackberry (Rubus sp.)
• Black locust (Robina pseudoacacia)
• Black nightshade (Solanum nigrum)
• Black swallow-wort (Cynanchum louiseae)
• Bull thistle (Cirsium vulgare)
• Burdock (Arctium minus)
• Canada thistle (Cirsium arvense)
• Celandine (Chelidonium majus)
• Common buckthorn (Rhamnus cathartica)
• Common tansy (Tanacetum vulgare)
• Garlic mustard (Alliaria petiolata)
• Glossy buckthorn (Frangula alnus)
• Japanese barberry (Berberis thunbergii)
• Japanese honeysuckle (Lonicera japonica)
• Japanese knotweed (Fallopia japonica)
• Jetbead (Rhodotypos scandens)
• Mugwort (Artemisia vulgaris)
Specialized Landscape Maintenance

- Multiflora rose (*Rosa multiflora*)
- Norway maple (*Acer platanoides*)
- Phragmites (*Phragmites australis*)
- Poison ivy (*Toxicodendron radicans*)
- Prickly lettuce (*Lactuca serriola*)
- Privet (*Ligustrum sp.*)
- Purple loosestrife (*Lythrum salicaria*)
- Ragweed (*Ambrosia artemisiifolia*)
- Sycamore maple (*Acer pseudoplatanus*)
- Velvetleaf (*Abutilon theophrasti*)
- Water chestnut (**)
- White mulberry (*Morus alba*)

Additional invasive, noxious and hazardous plant species to be managed in the future can be found in Attachment 3.

**Pruning of Shrubs and Small Trees in Restoration Areas**

Native shrubs and small trees identified by the Reservoir System Manager shall be hand pruned in accordance with the American Nurserymen's Association standards.

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

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

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

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

All cut material shall be disposed of at an on-site location as directed by the Reservoir System Manager.

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

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

The Contractor shall notify the Reservoir System Manager three (3) days prior to commencing any pruning. The Reservoir System Manager shall meet with the Contractor’s foreman to review the pruning that is to be done. **No pruning shall commence without approval of the Reservoir System Manager.**

**Seasonal Cutting of Grasses and Wildflowers**

The Contractor shall cut and remove upland herbaceous material once annually in the spring. 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.

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Revised per Addendum No. 1
Extreme care shall be exercised not to girdle or damage the stems of native trees and shrubs. Hand-cutting and/or the use of a rechargeable string trimmer is recommended at the Reservation. Rechargeable string trimmers shall be used in all noise-sensitive areas.

Native grasses and wildflowers shall never be cut lower than six inches (6’’). Leave the clippings which may have viable seeds-in place. All clippings of any weedy or undesirable species that may have set seed shall be removed, bagged, and placed in a Reservation dumpster.

Areas of seasonal cutting include but are not limited to: wet and upland meadows; bioretention basins; constructed wetlands; scrub/shrub wetlands; and conveyance/ water quality swales.

**Brush Mowing**
As requested, the Contractor shall mechanically cut all brush, vines and grasses in areas designated by the Reservoir System Manager using a walk-behind field and brush mower.

Brush cutting will occur as directed, with an estimated four visits per contract (to be scheduled by the CWD).

Areas of brush mowing include but are not limited to: wet and upland meadows; bioretention basins; constructed wetlands; scrub/shrub wetlands; and conveyance/ water quality swales.

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

A. The Contractor agrees to indemnify and save the City of Cambridge, harmless against any and all damages, costs and expenses which it may suffer or pay out of reason of any claims, actions, rights of action, in law or equity, arising out of performance of the work and resulting from injuries or damage occurring to, or caused in whole or in part by the Contractor mover and any of his/her officers, employees or representatives or firm directly or indirectly engaged in moving by the Contractor.

B. The Contractor shall provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The insurance certificate must be written in the name of the City of Cambridge and its Engineer (CDM) as an Additional Named Insured in order to protect the interest of the City and its Engineer from any liability which might be incurred against it as the result of any operation of the Contractor or their employees.

C. The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

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

E. The Contractor waives subrogation rights against the City of Cambridge for all losses.

F. EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.
G. NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, Ma. 02139-3219.

H. INSURANCE POLICIES MUST COVER THE ENTIRE CONTRACT PERIOD

1. Owner’s Protective Liability
   Each Occurrence $1,000,000
   Aggregate $1,000,000

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

3. Automotive For all owned, non-owned, hired and Leased Vehicles
   Each Occurrence Combined Single Limit $1,000,000
      - Or-
      Bodily Injury - each person $1,000,000
      - each accident $1,000,000
   Property damage- each occurrence $500,000

4. Umbrella
   Combined single limit $1,000,000
   General Aggregate $1,000,000

5. Worker’s Compensation
   Coverage A STATUTORY
   Coverage B Each Accident $100,000
   Disease- Policy Limit $500,000
   Disease- Employee $100,000

6. Full Replacement Valuation for Damaged or Missing Items No depreciation shall apply.
   $50,000

I. The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the City of Cambridge in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The City of Cambridge must be an additional insured on any such umbrella policy. The City of Cambridge reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

J. Failure of the Contractor to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof.
Mandatory Equipment List

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

A “NO” response, a failure to respond, to each of piece of equipment listed will result in a rejection of your bid.

Answer YES ON NO

Do you own or lease the following equipment and is the equipment five years old or less?

Please check yes or no next to each piece of equipment listed in the Mandatory Equipment List followed on the next pages.
**Mandatory Equipment List**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Equipment Description</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All required personal safety equipment required and approved by the city, the state, or OSHA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stihl FSA 90 rechargeable electric string trimmers with brush blade with four batteries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Stihl MSA 200 cordless chainsaw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Stihl quick charger</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Light duty weed wrenches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Medium duty weed wrenches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Heavy duty weed wrenches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>JK1000 herbicide injector gun</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1-2 gallon hand spray tank for stump applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>3-5 gallon back pack sprayer for foliar applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>½ ton pickup trucks less than five years old and painted with Contractors name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Trailers of sufficient size to accommodate required equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Walk behind brush cutter with 12hp engine and 27” deck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>10’ Orchard ladder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Buckthorn blaster with replacement tips</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Solo 2-liter handheld sprayer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payments**

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

Only work outlined in the specification or with prior approval by the Reservoir System Manager will be billed.

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

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

Circle Yes or No for each of the following requirements

1. Bidder is able to be on site within one hour of request from the Cambridge Water Department.
   
   Yes  No

2. Bidder has a minimum of five (5) years’ experience in the areas of invasive species management and restoration planting, including working in sensitive resource areas.
   
   Yes  No

3. Bidder has performed invasive species management at a municipality, institution or facility within the past five years with an annual contract value of at least $50,000.00.
   
   Yes  No

4. Bidder employs at least one Massachusetts Certified Landscape Professional who will oversee the Contract.
   
   Yes  No

5. Bidder employs at least one certified Arborist or certified Horticulturist who will perform on-call small tree and shrub pruning.
   
   Yes  No

6. Bidder employs at least two certified landscape professionals who have successfully completed the Massachusetts Invasive Plant Management Certification Program.
   
   Yes  No

7. Bidder has fully trained employees capable of fulfilling Reservation’s woodland, meadow, and wetland management programs.
   
   Yes  No

Submit this form with your bid.
**Bid Submission Requirements**

1. The bidder shall submit with their bid references including telephone number and contact names from at least three **municipality, institution or facility** for whom bidder has provided landscaping services within the past five years of a similar scope. In addition, the City reserves the right to use itself as a reference. A bid maybe rejected on the basis of one or more references reporting less than excellent past performance by the bidder and or that experience does not meet the Quality Requirements. Each reference must include contact value and description of work performed, with contact information for individual having contract management responsibility. In addition, the City reserves the right to use itself as a reference.

**Reference # 1**

<table>
<thead>
<tr>
<th>NAME</th>
<th>contact name</th>
<th>email address</th>
<th>Annual contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of services provided</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reference # 2**

<table>
<thead>
<tr>
<th>NAME</th>
<th>contact name</th>
<th>email address</th>
<th>Annual contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of services provided</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reference # 3**

<table>
<thead>
<tr>
<th>NAME</th>
<th>contact name</th>
<th>email address</th>
<th>Annual contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of services provided</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BID SUBMISSIONS CONTINUED ON NEXT PAGE
2. Please submit the **requested information and resume** for each of the following individuals who will be assigned to the City of Cambridge Landscape Maintenance Program for the Water Department.

**Massachusetts Certified Landscape Professional:**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCLP number</td>
</tr>
<tr>
<td>Contact phone number</td>
</tr>
</tbody>
</table>

**Certified Arborist or Certified Horticulturist**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification number</td>
</tr>
<tr>
<td>Contact phone number</td>
</tr>
</tbody>
</table>

**Pesticide Applicator**

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pesticide license category and number</td>
</tr>
<tr>
<td>Contact phone number</td>
</tr>
</tbody>
</table>

**Certified Technicians for Invasive Species Management**

| Name                          |
| Attach copy of invasive plant certificate |

| Name                          |
| Attach copy of invasive plant certificate |

| Name                          |

BID SUBMISSIONS CONTINUED ON NEXT PAGE
**Price Proposal**

The price shall be in accordance with the plans and specifications, including all labor and materials. The prices shall remain firm for the contract period, subject to additions and deductions according to the terms of the specifications.

The pricing shall remain firm for the contract period.

In addition to submitting the Price Proposal all bidders must fill out and complete in it’s entirely the Appendix A Schedule of Values and Appendix B Supplemental Unit Prices. Incomplete price proposals will not be considered.

**Appendix A price summary**

Annual Price for Maintenance Year 2019 $____________________

Annual Price for Maintenance Year 2020 $____________________

Annual Price for Maintenance Year 2021 $____________________

Total Bid Submitted for Appendix A in words: __________________________________________________________

Signature of Bidder:______________________________________________________________________________

Name of Bidder:__________________________________________________________________________________

Email Address:___________________________________________________________________________________

Submit this form with your bid
Appendix A - Schedule of Values – Bidders must submit a price on all items (Items 1-6)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Annual Price Year 2019</th>
<th>Annual Price Year 2020</th>
<th>Annual Price Year 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Spring Kickoff Meeting and Walk-Through</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (one visit with two people)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Weekly Meeting with the Reservoir System Manager</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (27 visits with foreman)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cartegraph Training</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (one visit, three people)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Invasive Species Management of Wetland, Woodland and Meadow Areas; includes work log input into City GIS system (Cartegraph)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (62 visits); crew of two</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Small tree and shrub pruning in restoration areas, as directed</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (3 visits)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Brush mowing, as directed</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Complete job (4 visits)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Annual Price for Maintenance Year (Items 1 - 6)</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Submit this form (Appendix A) with your bid.
Appendix B: Additional Labor Prices

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

Additional labor prices shall cover all costs, complete and in place and the prices given shall represent the exact amount per unit to be paid to the Maintenance Contractor (in the case of Additions or increases). No additional adjustments will be allowed for overhead, profit, insurance, bond performance, or other direct or indirect expenses of the Maintenance Contractor beyond the prices as listed.

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

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

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

Small Tree and Shrub Pruning in Restoration Areas - Item 2 Appendix B
Contractor will supply a Certified Arborist to hand-prune small trees and shrubs on an hourly basis. Arborist will be equipped with all tools necessary to manually prune designated plants.

Meadow Mowing with Walk-Behind Brush Hog - Item 3 Appendix B
Contractor will supply a two-person crew fully trained and equipped to mechanically cut meadows using a walk-behind brush hog. Larger invasive woody material to be manually cut and removed to area(s) designated by Reservoir System Manager.

Submit this form with your bid
Please note that the Contractor shall use the invoice format included in this package for submitting monthly pay requests to the City. A copy of the template in Microsoft Excel format is available from the Cambridge Water Department and is included in Appendix F of this document.
File No. 8584 Specialized Landscape Maintenance - Submit Bid prior to Thursday, May 30, 2019 @ 11:00 AM.

**Appendix B – Unit Pricing – Bidders must submit a rate on all items (Items 1-4)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>UNIT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Landscape Personnel and Equipment</td>
<td>Per hour</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Two-person Invasive Species Management Crew</td>
<td>Per hour</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Certified Arborist</td>
<td>Per hour</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Additional Meadow Management Crew</td>
<td>Per hour</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Licensed pesticide applicator</td>
<td>Per hour</td>
<td>$</td>
</tr>
</tbody>
</table>

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

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

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

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

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

Date: ____________________________________

_________________________________________________________________________

(Print Name of person signing bid)

_________________________________________________________________________

(Signature & Title)
In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. □ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission.

   OR

2. □ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. □ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

________________________________________________________________________

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

________________________________________________________________________

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 et seq. in conspicuous places. This notice can be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf
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 proposal**
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
Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060
CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:
2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability
2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor’s deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

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

2.112.065 Applicability

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

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:— D. Margaret Drury, City Clerk.

A true copy;

ATTEST:—
D. Margaret Drury
City Clerk
Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010 Title and Purpose
2.121.020 Definitions
2.121.030 Living Wage
2.121.040 Waivers and Exceptions
2.121.050 Notification Requirements
2.121.060 Duties of covered Employers
2.121.070 Community Advisory Board
2.121.080 Enforcement
2.121.090 Severability
2.121.100 Effective Date

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager’s Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

(e) "Covered Employee" means:
   (1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and
   (2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

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

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

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

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

2.121.030 Living Wage.

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

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

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

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

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.
(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

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

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:
   (1) The nature of the Assistance to which this Chapter applies;
   (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
   (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:
   (1) The nature of the Assistance to which this Chapter applies;
   (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard by 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. The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

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

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

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

For calendar year 2002, the CPI-U increased by 2.6%. Therefore, the new living wage, as of March 1, 2003 is $11.37. The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is $14.95.
For calendar year 2015 the CPI-U increased by .06%, Therefore the living wage, as of March 1, 2016 is $15.04.

For calendar year 2016 the CPI-U increased by 1.47% Therefore the new living wage, as of March 1, 2017 is $15.26.

For calendar year 2017 the CPI-U increased by 2.51% Therefore the new living wage, as of March 1, 2018 is $15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2019 is $16.15.
Attachment 1

Specialized Management Area Plans
Attachment 2

*Fresh Pond Reservation Vegetation Management Plan - Order of Conditions*
A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
   Middlesex
   a. County               b. Certificate Number (if registered land)
   1893                    443
   c. Book                d. Page
   d. Date Notice of Intent Filed                   e. Date Public Hearing Closed
   10/27/2016                11/19/2014
   c. Date of Issuance

   a. Date Notice of Intent Filed                   b. Date Public Hearing Closed
   11/19/2014
   c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
   Complete NOI with Plans
   a. Plan Title
   b. Prepared By
   c. Signed and Stamped by
   d. Final Revision Date
   e. Scale
   f. Additional Plan or Document Title
   g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

   Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

   a. ☑ Public Water Supply                 b. ☐ Land Containing Shellfish
   c. ☑ Prevention of Pollution
   d. ☐ Private Water Supply                   e. ☑ Fisheries
   f. ☑ Protection of Wildlife Habitat
   g. ☑ Groundwater Supply                     h. ☑ Storm Damage Prevention
   i. ☑ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

   Approved subject to:

   a. ☑ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.
B. Findings (cont.)

Denied because:

b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. A description of the performance standards which the proposed work cannot meet is attached to this Order.

c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).

3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a)

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

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<tr>
<td></td>
<td>e. cly dredged</td>
<td>f. cly dredged</td>
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<tr>
<td>6. ☒ Land Under</td>
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<tr>
<td>Waterbodies and</td>
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<td>Waterways</td>
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<td>7. ☐ Bordering Land</td>
<td>424,756</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subject to Flooding</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. square feet</td>
<td>d. square feet</td>
</tr>
<tr>
<td>Cubic Feet Flood Storage</td>
<td>e. cubic feet</td>
<td>f. cubic feet</td>
<td>g. cubic feet</td>
<td>h. cubic feet</td>
</tr>
<tr>
<td>8. ☒ Isolated Land</td>
<td>424,756</td>
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<td></td>
<td></td>
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<tr>
<td>Subject to Flooding</td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. square feet</td>
<td>d. square feet</td>
</tr>
<tr>
<td>Cubic Feet Flood Storage</td>
<td>e. cubic feet</td>
<td>f. cubic feet</td>
<td>g. cubic feet</td>
<td>h. cubic feet</td>
</tr>
<tr>
<td>9. ☐ Riverfront Area</td>
<td>800,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sq ft within 100 ft</td>
<td>a. total sq. feet</td>
<td>b. total sq. feet</td>
<td>c. total sq. feet</td>
<td>d. total sq. feet</td>
</tr>
<tr>
<td>Sq ft between 100-200 ft</td>
<td>e. square feet</td>
<td>f. square feet</td>
<td>g. square feet</td>
<td>h. square feet</td>
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</tbody>
</table>

wpaform5.doc • rev. 6/19/2015
**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Alteration</th>
<th>Permitted Alteration</th>
<th>Proposed Replacement</th>
<th>Permitted Replacement</th>
</tr>
</thead>
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<tr>
<td>10.</td>
<td>□ Designated Port Areas</td>
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<td>11.</td>
<td>□ Land Under the Ocean</td>
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<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. c/y dredged</td>
<td>d. c/y dredged</td>
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<tr>
<td>12.</td>
<td>□ Barrier Beaches</td>
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<tr>
<td>13.</td>
<td>□ Coastal Beaches</td>
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</tr>
<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. nourishment cu yd</td>
<td>d. nourishment cu yd</td>
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<td>14.</td>
<td>□ Coastal Dunes</td>
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<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. nourishment cu yd</td>
<td>d. nourishment cu yd</td>
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<tr>
<td>15.</td>
<td>□ Coastal Banks</td>
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<tr>
<td></td>
<td>a. linear feet</td>
<td>b. linear feet</td>
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<tr>
<td>16.</td>
<td>□ Rocky Intertidal Shores</td>
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<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
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<tr>
<td>17.</td>
<td>□ Salt Marshes</td>
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<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. square feet</td>
<td>d. square feet</td>
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<tr>
<td>18.</td>
<td>□ Land Under Salt Ponds</td>
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<tr>
<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
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<td>19.</td>
<td>□ Land Containing Shellfish</td>
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<td></td>
<td>a. square feet</td>
<td>b. square feet</td>
<td>c. square feet</td>
<td>d. square feet</td>
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<tr>
<td>20.</td>
<td>□ Fish Runs</td>
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<td></td>
<td>□ Land Subject to Coastal Storm Flowage</td>
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<td></td>
<td>a. c/y dredged</td>
<td>b. c/y dredged</td>
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<tr>
<td>21.</td>
<td>□ Riverfront Area</td>
<td></td>
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<td></td>
<td>Sq ft within 100 ft</td>
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<td>Sq ft between 100-200 ft</td>
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<td>a. total sq. ft</td>
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<td>e. square feet</td>
<td>f. square feet</td>
<td>g. square feet</td>
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<tr>
<td></td>
<td>i. square feet</td>
<td>j. square feet</td>
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</tbody>
</table>
B. Findings (cont.)

23. ☐ Restoration/Enhancement *:

   a. square feet of BVW
   __________________________
   __________________________
   b. square feet of salt marsh

24. ☐ Stream Crossing(s):

   a. number of new stream crossings
   __________________________
   __________________________
   b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.

2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.

3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
   a. The work is a maintenance dredging project as provided for in the Act; or
   b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
   c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.

5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).

6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 3 years after date of signatures unless extended in writing by the Department.

7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry’s Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

   “Massachusetts Department of Environmental Protection” [or, “MassDEP”]

   “File Number 123-272”

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.

12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.

13. The work shall conform to the plans and special conditions referenced in this order.

14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.

15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.

16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

19. The work associated with this Order (the “Project”)
   (1) ☒ is subject to the Massachusetts Stormwater Standards
   (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

   If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

   a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

   b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
      i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
      ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
      iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

g) The responsible party shall:
   1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
   2. Make the maintenance log available to MassDEP and the Conservation Commission (“Commission”) upon request; and
   3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See Attachment

---

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.
D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable?  ☑ Yes   ☐ No

2. The ___________________________ hereby finds (check one that applies):

   Conservation Commission

   a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

      1. Municipal Ordinance or Bylaw

      Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

   b. ☐ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

      1. Municipal Ordinance or Bylaw

      2. Citation

   3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

   The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):
E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

☐ by hand delivery on

☐ by certified mail, return receipt requested on

Date

Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Cambridge
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:
Cambridge
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Fresh Pond Reservation
Project Location

Has been recorded at the Registry of Deeds of:

County
Book
Page

for:
City of Cambridge
Property Owner

and has been noted in the chain of title of the affected property in:

Book
Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant
DEP File #123-271  
Fresh Pond Reservation  
Vegetation Management Plan  
City of Cambridge Water Department

Documents and Plans:
A Notice of Intent dated October 27, 2016 associated with the vegetation management of Fresh Pond Reservation. The complete file is available for review in the Cambridge Conservation Commission office.

Special Conditions:
18. Work shall conform to the Notice of Intent under the Massachusetts Wetlands Protection Act, M.G.L. ch. 131, sec. 40, submitted to the Cambridge Conservation Commission on October 27, 2016 and the additional information and modifications outlined in the supplemental documents and plans provided by the applicant. Specifically, the proposed work shall conform to the most recent revisions to the Notice of Intent document and plans, received by the Commission as stated above.

19. Any further proposed or executed changes in the plans approved under this Order shall require the applicant to seek an amended Order of Conditions or to file a new Notice of Intent, or to inquire of the Cambridge Conservation Commission in writing whether the change or changes is/are substantial enough to require a new filing. Any errors in the plans or information by the applicant shall be considered changes and the above procedures shall be followed.

20. Prior to any work on the site, the applicant shall record this Order of Conditions at the Registry of Deeds pursuant to Condition 8. Failure to do so shall be deemed cause to revoke this Order.

21. The applicant shall provide to the Conservation Commission copies of all other permits, variances, licenses or determinations which may be necessary for this project by other local, state and federal agencies. The applicant shall provide copies of all applicable permits to the Commission at least 2 weeks prior to commencement of work authorized under any such permit.

22. This Order of Conditions shall be included in all construction contracts and subcontracts dealing with the work proposed and shall supersede all conflicting contract requirements that are less protective of Wetland Resource Areas.

23. The applicant and its contractor shall keep at least one copy of the approved Vegetation Management Plan at the project site during any associated activities.

24. The sign with the DEP File Number for this project, required in condition 9, on DEP Form 5, is not required.
25. The applicant or its agent shall specify to the Commission, prior to commencement of activity on the site, the name and telephone number of the person(s) designated by the applicant to be responsible for compliance with the conditions of this Order on the site and his/her alternate.

26. The applicant shall provide to the Conservation Commission copies of project inspectional reports during construction including but not limited to maintenance and operation and vegetation monitoring. This may be included in an annual report.

27. The members and agents of the Conservation Commission shall have the right to enter the site to verify compliance with this Order and to require the submittal of additional data deemed necessary by the Commission for that verification. The Commission understands that construction-site safety procedures must be followed during site visits.

28. During project construction and operations the applicant or its contractors shall provide and maintain free and safe passage by pedestrians and bicyclists along the roads or walkways adjacent to the site.

29. If some unexpected or unforeseen event occurs, that needs to be addressed, all work shall stop until the event can be brought to the attention of the Director of the Commission and a decision made by the Director as to whether it needs to be brought before the Commission.

30. If a workday commences with heavy rain, no work shall take place in the buffer zone or resource area that day. If heavy rain commences after start of work, all work shall cease in the buffer zone or resource area for that day, and appropriate sedimentation and erosion control shall be in place, to prevent any sedimentation to the river and other resource areas.

31. Trucks entering and leaving the site shall have their loads completely covered in compliance with M.G.L. Chapter 85 section 36. The applicant shall also instruct all drivers on site that vehicles shall not idle for longer than 5 minutes in compliance with M.G.L. Chapter 90 section 16A.
Attachment 3

Fresh Pond Reservation List of Invasive, Noxious and Hazardous Plants
This VMP assumes a cyclical and iterative trajectory for vegetation management rather than a linear one. This method, called adaptive management, can be used as a management framework applied to the entire Reservation. It is a sort of “learn by doing” approach, but methodical and systematic, where experience informs action. Many of the adaptive management strategies and techniques identified in this Plan have been used to effectively manage invasive and nuisance vegetation over the last fifteen years at Fresh Pond. Additionally, the Reservation site supervisor and selected staff receive up-to-date training and hold certifications from various state-run programs (see Section 4 – Required Staff and Qualifications).

Location
Figure 1 – Locus Map identifies the location of Fresh Pond Reservation in western Cambridge. The Reservation is bounded by Concord Avenue to the north; Fresh Pond Parkway to the east; Huron Avenue to the south; and Grove Street to the west.

Access to Management Areas
Maintenance vehicles access the Reservation primarily via the paved 2.1-mile Perimeter Road that circumnavigates Fresh Pond. Major access points into the Reservation that provide vehicular access include:

- The upper parking lot at Kingsley Park (gated and locked)
- The lower (main) parking lot at the Sullivan Water Treatment Facility (no gate)
- The Fresh Pond Golf Course maintenance road whose access is from Brighton Street at the golf course maintenance facility
- The paved access path across from Burger King at Concord Avenue near Black’s Nook (no gate)
- The paved parking lot at Maher Park (no gate)
- The paved access path off of Concord Avenue at the Fresh Pond Rotary (gated and locked)

Maintenance vehicles may not enter Fresh Pond Reservation without the approval of the Reservation site supervisor or watershed manager. The paved Perimeter Road is a heavily-trafficked path system that includes walkers, joggers, walkers with dogs, and cyclists. Maintenance vehicles and management activities must accommodate all activities by driving slowly and parking maintenance vehicles as to not block the movements of Reservation users.

Targeted Vegetation for Management
The Vegetation Management Plan addresses the most pressing species of concern, in terms of both benefit and detriment to the Fresh Pond Reservation. Vegetation targeted for monitoring, control and removal falls into one or more of the following categories, as described below: Damaging; Nuisance; and Invasive.

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 drainageways and hydraulic structures.
Nuisance (or Noxious) Vegetation:
This category includes any vegetation that could potentially cause problems to the
general public, CWD employees, or maintenance crews. The overwhelming plant to
be controlled in this instance is poison ivy (*Toxicodendron radicans*). Poison ivy is
especially prevalent in Zone A, between Fresh Pond Reservoir and the Perimeter
Road chain link fence.

Other examples of Nuisance species identified within the Reservation include:

- *Arctium lappa* (Greater burdock)
- *Cirsium arvense* (Canadian thistle)
- *Convolvulus arvensis* (Bindweed)
- *Cyperus esculentus* (Yellow nutsedge)
- *Kalopanax septemlobus* (Castor aralia)
- *Phylolacca americana* (Pokeweed)
- *Typha sp.* (Cattail)
- *Urtica dioica* (Common or Stinging nettle)
- *Vicia villosa* (Hairy vetch)

Burdock and stinging nettle are currently being targeted for removal by the City and
are being closely monitored. One example of a potentially nuisance species within
the stormwater wetlands at Lusitania and Weir Meadow is the cattail (*Typha
latifolia*). Although cattails are native to Massachusetts, they can be very aggressive
and out-compete native species while minimizing diversity. 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. CWD will monitor future invasion of cattails in the two constructed
wetlands as well as the future stormwater bioretention basin to be constructed in 2017
adjacent to Fresh Pond Parkway.

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.

Invasive species identified below derive from the Massachusetts Invasive Plant
Advisory Group’s (MIPAG) list of Invasive, Likely Invasive and Potentially Invasive
species in Massachusetts. Some of these species exist on the Reservation today, and
many more can be found in adjacent neighborhoods and open spaces such as the
Alewife Reservation. All of the invasive species identified below will be monitored and controlled as part of this VMP.

Trees:
Acer platanoides (Norway maple)
Acer pseudoplatanus (Sycamore maple)
Ailanthus altissima (Tree of heaven)
Rhamnus cathartica (Common buckthorn)
Robinia pseudoacacia (Black locust)
Salix atrocinerea/Salix cinerea (Large gray willow/Rusty willow)

Shrubs:
Berberis thunbergii (Japanese barberry)
Elaeagnus umbellata (Autumn olive)
Euonymus alatus (Winged euonymus; Burning bush)
Frangula alnus (European buckthorn; Glossy buckthorn)
Lonicera morrowii (Morrow’s honeysuckle)
Lonicera x bella (Bell’s honeysuckle)
Polygonum cuspidatum (Japanese knotweed; Mexican bamboo)
Rosa multiflora (Multiflora rose)

Vines:
Celastrus orbiculatus (Oriental bittersweet; Asiatic bittersweet)
Cynanchum louiseae (Black swallow-wort)
Lonicera japonica (Japanese honeysuckle)
Polygonum perfoliatum (Mile-a-minute vine or weed; Asiatic tearthumb)

Herbs:
Aegopodium podagraria (Bishop’s goutweed; Bishop’s weed; Goutweed)
Alliaria petiolata (Garlic mustard)
Cabomba caroliniana (Carolina fanwort; Fanwort)
Euphorbia esula (Leafy spurge; Wolf’s milk)
Glaucium flavum (Sea or Horned poppy; Yellow hornpoppy)
Hesperis matronalis (Dame’s rocket)
Lepidium latifolium (Broad-leaved pepperweed; Tall pepperweed)
Lysimachia nummularia (Creeping jenny; Moneywort)
Ranunculus ficaria (Lesser celandine; Fig buttercup)

Perennial Grasses:
Phalaris arundinacea (Reed canary-grass)
Phragmites australis (Common reed)

Aquatic Vegetation:
Iris pseudacorus (Yellow iris)
Lythrum salicaria (Purple loosestrife)
Myriophyllum spicatum (Eurasian or European water-milfoil; Spike water-milfoil)
Nuphar lutea (Yellow lily)
Potamogeton crispus (Crisped pondweed; Curly pondweed)
Trapa natans (Water chestnut)

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) are currently found along the Fresh Pond shoreline in Zone A. Previous management attempts at control included hand-pulling, cutting to ground and smothering by black plastic sheeting.

Additional Targeted Species of Concern

“Likely Invasive” Plant Species
Multiple species identified by MIPAG as “Likely Invasive” have been inventoried and found growing within the Reservation. “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 removal as part of this VMP, include:

**Trees:**
Phellodendron amurense (Amur cork-tree)

**Shrubs:**
Berberis vulgaris (Common barberry; European barberry)
Ligustrum obtusifolium (Border privet)
Lonicera tatarica (Tatarian honeysuckle)
Rubus phoenicolasius (Wineberry; Japanese wineberry; Wine raspberry)

**Vines:**
Actinidia arguta (Hardy kiwi, Tara vine)
Ampelopsis brevipedunculata (Porcelain-berry; Amur peppervine)
Humulus japonicus (Japanese hops)
Pueraria montana (Kudzu; Japanese arrowroot)

**Herbs:**
Anthriscus sylvestris (Wild chervil)
Butomus umbellatus (Flowering rush)
Cardamine impatiens (Bushy rock-cress; Narrowleaf bittercress)
Centaurea biebersteinii (Spotted knapweed)
Cynanchum rossicum (European swallow-wort; Pale swallow-wort)
Epilobium hirsutum (Hairy willow-herb; Codlins and cream)
Japanese hop (Humulus japonicus) has been identified in the Lusitania Wetland basin area, wrapping itself around shrubs and spreading through the bank plantings. Japanese hop is listed as a noxious weed and prohibited for sale in the state of Massachusetts. Japanese hops can form dense stands in floodplains and along stream banks and lakeshores, but it can also thrive in disturbed areas. It thrives in both full sun and shaded areas. This plant has the potential to become invasive and is targeted for removal and should be monitored closely.

Japanese stilt grass (Microstegium vimineum) has not yet been identified at the Reservation but is present at the Alewife Reservation and should be monitored closely.

“Potentially Invasive” Plant Species
"Potentially invasive plants" are non-native species not currently known to be naturalized in Massachusetts, but that can be expected to become invasive within minimally managed habitats. These include:

Arthraxon hispidus (Hairy joint grass; Jointhead; Small carpetgrass)
Carex kobomugi (Japanese sedge; Asiatic sand sedge)
Lonicera maackii (Amur honeysuckle)

Integrated Management Strategies
This VMP establishes an integrated approach that employs best management practices to create optimal conditions for Reservation plants and plant communities, while eliminating detrimental species. The integrated management plan incorporates:
Attachment 4

Invasive Plant Management Work Log - Sample
Invasive Plant Management Work Log
CWD Watershed Management Division
Fresh Pond Reservation
Submit to: Vince Falcione (Reservation Site Supervisor) - 617.349.4762

Date of Work Session:

Weather Conditions

Name of Work Log Reporter:

Phone Number:

Time Worked:

# of Hours Worked:

# of People Working:

Location: (be as specific as possible and also circle the area on map provided)

Work Completed:

Plant Name(s) Management/Disposal Method(s) % Complete Photo(Y/N)

Recommended Follow Up:

Management Methods:
1. Hand pull
2. Mechanical pull (ie weed wrench)
3. Dig up roots/grind stump
4. Mechanical mowing
5. Hazardous tree removal
6. Basal bark cutting/herbicide
7. Biological control
8. Cut stems to ground
9. Cut stems/cover with plastic sheeting
10. Backpack foliar spray
11. Cut stem, apply herbicide with wand or drip bottle
12. Gloved hand swipe using herbicide
This agreement is made and entered into this ____________, by and between the City Of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and ___________, existing under the laws of the State of ________________ ("the Contractor").

Address:
Telephone, Fax, E-mail:

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

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

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

**Contract Value:**

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

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination:

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

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

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

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

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

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

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

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

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

The City: ______________________________

Louis DePasquale
City Manager

Signature and Title ______________________________

Elizabeth Unger
Purchasing Agent

Approved as to Form:

____________________________

Nancy E. Glowa
City Solicitor