

FORMAL BID	
FILE NO: 5317	
COMMODITY: Maintain and Service existing Reverse Osmosis Water System for all City and School Departments	
NAME OF BIDDER:	
BIDDERS FID#	

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

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **THURSDAY, SEPTEMBER 16, 2010**, which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **THURSDAY, SEPTEMBER 30, 2010**. **This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Current Bid List, File No. 5317.** 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.**

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

The envelope containing the bid must be labeled: "This envelope contains a bid for **Maintain and Service existing Reverse Osmosis Water System for all City and School Departments** opened at 11:00 a.m. on **Thursday, September 30, 2010**". The bid and all documents submitted with it are public records.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____ **FAX NUMBER:** _____

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

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual: _____

Email Address: _____

Name of Bidder: _____

GENERAL TERMS AND CONDITIONS

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.
- MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

Name of Bidder: _____

City of Cambridge
Purchasing Department

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

The undersigned hereby proposes to **Maintain and Service existing Reverse Osmosis Water System for all City and School Departments** as required, all in accordance with the attached specifications and following proposal schedule.

The contract period shall start on November 1, 2010 and shall be in place for a period of one year with two one year options to renew at the sole discretion of the awarding authority. A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one not including the optional services (Installation of Reverse Osmosis Water System). The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

Prices must remain FIRM during the entire contract period. **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.**

Contract will be awarded by within forty-five days, unless award date is extended by consent of all parties concerned. The contract will be awarded to the responsive and responsible bidder offering the lowest price for the Water Coolers. The optional item (Installation of new Reverse Osmosis Water System) listed on the Price proposal will not be considered when evaluating price proposals. The optional items (Installation of ROS) will be purchased only if necessary.

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

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Questions

Questions concerning this Invitation to Bid **including any exceptions to the specifications** must be submitted in writing and faxed to Cynthia H. Griffin, Fax # 617-349-4008. All questions must be submitted no later than **Thursday, September 23, 2010 by 4:00 p.m.** An addendum will be posted to the website to notify all bidders of the questions and answers.

If downloading this Invitation for Bid from the Purchasing Website please check back on the website for Addendums before submitting your bid to the City. Bidders will not be notified individually of Addendums.

Please check the bidders list on the website. If your firm is not listed on the bidders list please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results

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

Confidentiality and Public Records Law

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

Name of Bidder: _____

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel providing contract services to the City. The City of Cambridge's Living Wage as of March 8, 2009 is \$13.69 per hour. The Living Wage requirements are attached.

Scope of Services

The City of Cambridge is seeking a contractor to **Maintain and Service the existing Reverse Osmosis Water System for all City and School Departments** as required. An 8 hour Service response and multiple billing locations is required.

The City and School currently has multiple locations that have been outfitted by Atlas Water Systems Inc with a Reverse Osmosis System. Attachment A included with this Invitation For Bid shows the existing City and School locations and the type of Reverse Osmosis system that has been retrofitted by Atlas Water Systems Inc. The successful contractor shall provide coolers, filters, membranes and any other materials required to properly service the existing Reverse Osmosis System as well as all labor for scheduled maintenance and all other service calls and repairs necessary to maintain the current Reverse Osmosis System.

The contractor must at all times maintain and service the existing system in a manner that provides an adequate amount of high quality good tasting purified water. The following requirements must be met:

- Sanitize all point of use coolers every 12 months utilizing appropriate sanitizing agents. The date of sanitization to be recorded on a sticker on the cooler unit.
- Change sediment and carbon filters every 4 months. Date of change to be recorded on sticker on unit.
- Test the functionality of the Head Unit every 4 months by determining its percentage rejection rate of Total Dissolved Solids (TDS). The test is conducted by measuring the amount of TDS in the buildings feed water and the amount of TDS in the purified water with a TDS meter. The rejection rate of TDS from the feed water must be at least 80% or the Head unit must be serviced or replaced.
- Contractor must respond to un-scheduled emergency service calls from departments within 8 hours.
- The Contractor must provide emergency service 24 hours a day 365 day a year.
- All water coolers must be cleaned or replaced within one day of any complaints regarding water quality or cleanliness.
- All water cooler dispenser units provided by the vendor must be UL listed. The dispenser must contain stainless steel reservoirs and have double mechanical float assemblies for overflow protection and use an EPA approved refrigerant.

The successful contractor will need to provide coolers to all school and City locations on November 1, 2010.

All prices quoted must include inside delivery and setup of the cooler in the location specified.

All deliveries must be made within regular operation hours. Any cooler delivered that does not conform will be returned at the contractor's expense.

No deliveries shall be made to City Departments on Friday after 12:00 noon

Cancellation of Service- When a Department using the Contractor's service wishes to cancel the Water Cooler service the Office of the Purchasing Agent will provide the vendor with a 30 day notice. The Vendor and Department will agree upon a date of termination of the service and for removal of the equipment supplied by the Contractor. No additional Cancellation charges or fees will be charged to the department.

Name of Bidder: _____

Customer Service

The awarded contractor must maintain an acceptable level of customer service at all times during the life of the contract. The successful vendor must assign a dedicated customer service representative to the City of Cambridge and Cambridge Public Schools account. This individual will serve as the contact person for the City/School Departments.

Reports

City of Cambridge and Cambridge Public Schools may request inventory reports to be provided as requested. The report shall list the type of cooler, the number of coolers and the address location of all coolers. Reports are to be provided at no charge.

Invoices

The Contractor must provide separate invoices per department to each City of Cambridge and Cambridge Public School Department.

Quality Requirements

A no response or a failure to respond to any of the following quality requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements (1-4).

1. The Bidder has existing Reverse Osmosis Water Systems installed and currently being serviced in at least two municipalities or Government Entities.

Yes No

2. The Bidder has sufficient infrastructure and personnel in place to support the servicing of the Water Coolers and the type of Reverse Osmosis Systems described in this solicitation.

Yes No

3. The Bidder has a minimum of five years sales and service experience in Water Filtration Systems and or providing Water Coolers.

Yes No

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

Yes No

Bid Submission

Failure to submit documents with your bid may result in the determination that your bid is non responsive unless the City deems such failure to be a minor informality (1-2).

1. Bidder shall provide three references in which two are from a municipality or Government entity that bidder installed a ROS System and is currently servicing. Each reference should include the following details: Name, Address, Contact Person and Telephone Number. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance by the bidder.
2. Submit the name, telephone number, fax number and email address of the dedicated Customer Service Representative.

Name of Bidder: _____

Price Proposal Section

The number of coolers referenced in the price proposal is an estimated number. The actual number may increase or decrease as required by the City/School. All prices are to remain firm the entire contract period.

A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one not including the optional services (Installation of Reverse Osmosis Water System). The City will renew years two and three of the contract depending on the performance of the contractor and the price for the subsequent years.

The price per cooler will include everything stated within this Invitation for Bid which will specifically include filters, membranes and any other materials required to properly service the system as well as all labor for scheduled maintenance and all other service calls and repairs.

It may be possible to supply other types of dispensing units from the R.O. Water system the details of that type of installation and monthly charge will be established in writing and authorized by the Purchasing Agent.

In order to be considered bidders must submit a bid for the Hot/Cold Floor Model Coolers and the for the Installation of Reverse Osmosis Water System.

Charge for Hot/Cold Floor
 Model Cooler per month \$ _____ X 12 months = \$ _____ X 200 Coolers=\$ _____
Total for year one

Charge for Hot/Cold Floor
 Model Cooler per month \$ _____ X 12 months = \$ _____ X 200 Coolers=\$ _____
Total for year two

Charge for Hot/Cold Floor
 Model Cooler per month \$ _____ X 12 months = \$ _____ X 200 Coolers=\$ _____
Total for year three

Optional Service not including in the award of the contract.

Installation of Reverse Osmosis Water System:

If in the event a new R.O. water system must be installed the successful bidder must be able to provide the installation. The R.O. water system including all connections must be installed into the buildings existing potable water supply and sanitary drainage system by fully insured Massachusetts licensed plumbers.

Attention is called to the fact no less than the Prevailing Wage Rates as set forth in the schedule contained in the specifications must be paid for Installation of Reverse Osmosis Water System.

The number of locations referenced is an estimated number. All prices must remain firm for the entire contract period.

_____ X 5 locations = \$ _____
 Installation Total

Signature of Bidder

Name of Bidder: _____

City of Cambridge

ATTACHMENT A			
Department	Location	Qty.	Equipment
15 Upton Street Building (School Dept)	15 Upton Street	3	CM2 Dual Filtration Systems
		3	Hot/Cold Floor Coolers
Amigos School	100 Putnam Ave.	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler (Black)
Assessing Dept.	795 Mass Ave.	1	CM2 Dual Filtration System
		1	Hot/Cold Countertop Cooler
		1	Hot/Cold Floor Cooler
		Misc.	Pre & Post Filtration
Auditor's Office	795 Mass Ave.	1	Hot/Cold Floor Model Cooler
		Misc.	Pre & Post Filtration
Baldwin School	28 Sacramento St.	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler (Black)
Cable Television	454 Broadway	1	Line Pressure R/O System
		1	3-Gallon Storage Tank
		1	Air Gap Faucet
		1	Hot/Cold Floor Cooler (Black)
		Misc.	Pre & Post Filtration
Cambridge Rindge & Latin School	459 Broadway	1	Line Pressure R/O System

City of Cambridge

			1	Permeate Pump
			1	Air Gap Faucet
			2	3-Gallon Storage Tanks
			4	CM2 Dual Filtration Systems
			5	Hot/Cold Floor Coolers
		Misc.		Pre & Post Filtration
Cambridgeport School	89 Elm Street		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler
Cambridge Cemetery	76 Coolidge Ave.		2	CM2 Dual Filtration Systems
			1	Hot/Cold Floor Cooler (Black)
			1	Hot/Cold Countertop Cooler (Black)
Cambridge Police Department	125 Sixth Street		5	Line Pressure R/O Systems
			5	3-Gallon Storage Tanks
			1	10-Gallon Storage Tank
			5	Air Gap Faucets
			7	Hot/Cold Floor Coolers
			1	Cook/Cold Floor Cooler
		Misc.		Pre & Post Filtration
Cambridge Public Schools Administration	159 Thorndike Street		1	Line Pressure R/O System

City of Cambridge

			1	Permeate Pump
			1	10-Gallon Storage Tank
			1	3-Gallon Storage Tank
			4	Hot/Cold Floor Coolers
		Misc.		Pre & Post Filtration
Center for Families Program	70 Rindge Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler (Black)
City Clerk's Office	795 Mass Ave.		1	Hot/Cold Countertop Cooler
City Council	795 Mass Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler
City Manager's Office	795 Mass Ave.		1	Hot/Cold Floor Cooler
Community Learning Center	19 Brookline St.		1	Line Pressure R/O System
			1	Air Gap Faucet
			1	3-Gallon Storage Tank
			1	Hot/Cold Floor Cooler
		Misc.		Pre & Post Filtration

City of Cambridge

Council On Aging	2050 Mass Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler
Council On Aging	806 Mass Ave.		2	Line Pressure R/O Systems
			1	CM2 Dual Filtration System
			1	Air Gap Faucet
			2	3-Gallon Storage Tanks
			1	Hot/Cold Floor Cooler
			1	Hot/Cold Floor Cooler (Black)
			1	Hot/Cold Countertop Cooler (Black)
		Misc.		Pre & Post Filtration
Danehy Park	99 Sherman Street		1	FS1X2 Board
			1	Hot/Cold Floor Cooler
Dr. Martin Luther King Jr. School	100 Putnam Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler
Employee Benefits	795 Mass Ave.		1	Hot/Cold Floor Cooler
		Misc.		Pre & Post Filtration
Finance Dept.	795 Mass Ave.		1	Hot/Cold Floor Cooler

City of Cambridge

Fire Department (Engine 1)	489 Broadway	Misc.	Pre & Post Filtration
		1	CM2 Dual Filtration System
		1	Line Pressure R/O System
		1	3-Gallon Storage Tank
		1	Air Gap Faucet
		2	Hot/Cold Floor Model Coolers
Fire Dept. (Engine 1)	491 Broadway	Misc.	Pre & Post Filtration
		2	CM2 Dual Filtration Systems
		1	Hot/Cold Countertop Cooler
		1	Hot/Cold Floor Cooler
Fire Dept. (Engine 2)	378 Mass Ave.	1	Line Pressure R/O System
		1	3-Gallon Storage Tank
		2	Hot/Cold Floor Coolers (Black)
		Misc.	Pre & Post Filtration
Fire Dept. (Engine 3)	173 Cambridge St.	1	Line Pressure R/O System
		1	Air Gap Faucet
		1	3-Gallon Storage Tank
		1	Hot/Cold Floor Cooler
		Misc.	Pre & Post Filtration

City of Cambridge

Fire Dept. (Engine 4)	2029 Mass Ave.	2	CM2 Dual Filtration Systems
		1	Hot/Cold Countertop Cooler
		1	Hot/Cold Floor Cooler
Fire Dept. (Engine 5)	1384 Cambridge St.	1	CM2 Dual Filtration System
		1	Line Pressure R/O System
		1	3-Gallon Storage Tank
		2	Hot/Cold Floor Coolers
			Misc.
			Pre & Post Filtration
Fire Dept. (Engine 6)	176 River Street	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler
Fire Dept. (Engine 8)	113 Gordon St.	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler
		1	Coffee Connection
Fire Dept. (Engine 9)	167 Lexington St.	1	CM2 Dual Filtration System
		1	Hot/Cold Countertop Cooler (Black)
Fletcher Maynard Academy	225 Windsor Street	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler (Black)
Frisoli Youth Center	61 Willow Street	1	Line Pressure R/O System

City of Cambridge

			2	3-Gallon Storage Tanks
			2	Cook/Cold Floor Coolers (Black)
		Misc.		Pre & Post Filtration
Gately Youth Center	70 Rindge Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler (Black)
Golf Course Maint. Dept.	14 Blanchard St.		2	CM2 Dual Filtration Systems
			1	Hot/Cold Floor Cooler
			1	Cook/Cold Floor Cooler
Graham & Parks School	44 Linnaean St.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler (Black)
Haggerty School			1	Hot/Cold Floor Cooler
Historical Dept.	831 Mass Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler (Black)
Human Services CEP	51 Inman St.		1	Line Pressure R/O System
			1	Air Gap Faucet
			1	3-Gallon Storage Tank
			1	Hot/Cold Floor Cooler
		Misc.		Pre & Post Filtration
Human Services CEP	680 Huron Avenue		1	CM2 Dual Filtration System
			1	Hot/Cold Countertop Cooler
Inspectional Services	831 Mass Ave.		1	Hot/Cold Floor Cooler

City of Cambridge

			Misc.	Pre & Post Filtration
ITD Support	831 Mass Ave.	1	Hot/Cold Floor Cooler	
			Misc.	Pre & Post Filtration
Kennedy Longfellow School	158 Spring Street	1	CM2 Dual Filtration System	
		1	Hot/Cold Floor Cooler	
King Open School	850 Cambridge St.	1	Sediment/Carbon Filtration System	
		1	Hot/Cold Floor Cooler	
Law Dept./City Solicitor	795 Mass Ave.	1	CM2 Dual Filtration System	
		1	Hot/Cold Floor Cooler	
License Commission	831 Mass Ave.	1	Hot/Cold Floor Cooler (Black)	
			Misc.	Pre & Post Filtration
Longfellow School	359 Broadway	1	CM2 Dual Filtration System	
		1	Hot/Cold Floor Cooler	
Moore Youth Center	12 Gilmore St.	1	Line Pressure R/O System	
		1	Air Gap Faucet	
		2	3-Gallon Storage Tanks	
		1	Hot/Cold Floor Cooler	
			Misc.	Pre & Post Filtration
Morse School	40 Granite Street	1	CM2 Dual Filtration System	

City of Cambridge

			1	Hot/Cold Floor Cooler (Black)
Multi Service Center	19 Brookline St.		1	Line Pressure R/O System
			1	Air Gap Faucet
			2	3-Gallon Storage Tanks
			1	Hot/Cold Countertop Cooler (Black)
			1	Hot/Cold Floor Cooler (Black)
			Misc.	Pre & Post Filtration
Payroll Dept.	795 Mass Ave.		1	Hot/Cold Floor Cooler
			Misc.	Pre & Post Filtration
Peabody School	70 Rindge Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler (Black)
Personell Dept.	795 Mass Ave.		1	Hot/Cold Floor Cooler
			Misc.	Pre & Post Filtration
Purchasing Dept.	795 Mass Ave.		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler
School Committee	16 Felton Street		1	Line Pressure R/O System
			1	Air Gap Faucet
			2	3-Gallon Storage Tanks
			1	Hot/Cold Floor Cooler
			Misc.	Pre & Post Filtration
School Dept. - Plant Operations	456 Broadway		1	CM2 Dual Filtration System
			1	Hot/Cold Floor Cooler

City of Cambridge

Tobin School	197 Vassal Lane	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler
Traffic Dept.	344 Broadway	1	Line Pressure R/O System
		1	Air Gap Faucet
		2	3-Gallon Storage Tanks
		1	Hot/Cold Floor Cooler (Black)
		Misc.	Pre & Post Filtration
Traffic Dept.	51 First St.	1	BEV145 Sediment Carbon Filtration System
		1	Hot/Cold Floor Cooler
Transportation Office	158 Spring Street	1	CM2 Dual Filtration System
		1	Hot/Cold Floor Cooler
Veteran Services	51 Inman St.	1	Hot/Cold Floor Cooler
		Misc.	Pre & Post Filtration
Weights & Measures	831 Mass Ave.	1	Line Pressure R/O System
		1	Air Gap Faucet
		1	10-Gallon Storage Tank
		1	Hot/Cold Floor Cooler (Black)
		Misc.	Pre & Post Filtration
Workforce Development	51 Inman St.	1	Hot/Cold Floor Cooler

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)

Mass.Gov

Labor and Workforce Development

Home > Workers and Unions > Wage and Employment Related Programs > Prevailing Wage Program > Attachments for Prevailing Wage Schedules >

Notice to Awarding Authorities

The Massachusetts Prevailing Wage Law

M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project, except in the case of multi-year projects. For projects lasting longer than one year, awarding authorities must request updated rates.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to:

DAT, 19 Staniford Street, 1st Floor, P.O. Box 146759, Boston, MA 02114.

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20_____	
I, _____	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	on the _____
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$44.930	12/01/2010	\$45.530	06/01/2011	\$46.280			
	12/01/2011	\$46.940	06/01/2012	\$47.590	12/01/2012	\$48.620			
(3 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$45.000	12/01/2010	\$45.600	06/01/2011	\$46.350			
	12/01/2011	\$47.010	06/01/2012	\$47.660	12/01/2012	\$48.690			
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$45.120	12/01/2010	\$45.720	06/01/2011	\$46.470			
	12/01/2011	\$47.130	06/01/2012	\$47.780	12/01/2012	\$48.810			
ADS/SUBMERSIBLE PILOT	08/01/2010	\$104.640	08/01/2011	\$108.760					
AIR TRACK OPERATOR	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100			
	12/01/2011	\$52.350							
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250							
ASPHALT RAKER	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600			
	12/01/2011	\$51.850							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2010	\$59.730	12/01/2010	\$60.980					
BACKHOE/FRONT-END LOADER	06/01/2010	\$59.730	12/01/2010	\$60.980					
BARCO-TYPE JUMPING TAMPER	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600			
	12/01/2011	\$51.850							
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100			
	12/01/2011	\$52.350							
BOILER MAKER	01/01/2010	\$55.850							
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1 \$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2010	\$69.910	02/01/2011	\$70.900	08/01/2011	\$73.000			
	02/01/2012	\$73.990							
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Boston									
Ratio	Step	1	2	3	4	5			
1:5	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1 \$47.31/2\$51.83/3\$56.35/4\$60.87/5\$65.39									
BULLDOZER/GRADER/SCRAPER	06/01/2010	\$59.380	12/01/2010	\$60.630					
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2010	\$49.250	12/01/2010	\$50.500	06/01/2011	\$51.500			
	12/01/2011	\$52.750							
CAISSON & UNDERPINNING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350			
	12/01/2011	\$51.600							
CAISSON & UNDERPINNING TOP MAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350			
	12/01/2011	\$51.600							

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates								
CARBIDE CORE DRILL OPERATOR	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600			
	12/01/2011	\$51,850							
CARPENTER	09/01/2010	\$60,660	03/01/2011	\$61,530	09/01/2011	\$62,660			
	03/01/2012	\$63,780							
APPRENTICE: CARPENTER - Zone 1 Metro Boston									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00
Apprentice wages shall be no less than the following:									
Step 1 \$28.19/2 \$31.89/3 \$44.83/4 \$46.68/5 \$50.11/6 \$50.11/7 \$55.38/8 \$55.38									
CEMENT MASONRY/PLASTERING	08/01/2010	\$68,210	02/01/2011	\$68,980	08/01/2011	\$70,600			
	02/01/2012	\$71,370							
CHAIN SAW OPERATOR	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600			
	12/01/2011	\$51,850							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2010	\$60,730	12/01/2010	\$61,980					
COMPRESSOR OPERATOR	06/01/2010	\$48,760	12/01/2010	\$49,690					
DELEADER (BRIDGE)	01/01/2010	\$63,410							
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:									
Step 1 \$29.31/2 \$36.86/3 \$39.01/4 \$41.16/5 \$50.51/6 \$52.66/7 \$54.81/8 \$59.11									
DEMO: ADZEMAN	06/01/2010	\$48,100	12/01/2010	\$49,350	06/01/2011	\$50,350			
	12/01/2011	\$51,600							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2010	\$49,100	12/01/2010	\$50,350	06/01/2011	\$51,350			
	12/01/2011	\$52,600							
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator									
Ratio	Step	1	2	3	4				
1:5	%	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:									
Step 1 \$36.78/2 \$39.86/3 \$42.94/4 \$46.02									
DEMO: BURNERS	06/01/2010	\$48,850	12/01/2010	\$50,100	06/01/2011	\$51,100			
	12/01/2011	\$52,350							
APPRENTICE: LABORER Demo Burners									
Ratio	Step	1	2	3	4				
1:5	%	60.00	70.00	80.00	90.00				
Apprentice Wages shall be no less than the following:									
Step 1 \$36.63/2 \$39.69/3 \$42.74/4 \$45.80									
DEMO: CONCRETE CUTTER/SAWYER	06/01/2010	\$49,100	12/01/2010	\$50,350	06/01/2011	\$51,350			
	12/01/2011	\$52,600							

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates										
DEMO: JACKHAMMER OPERATOR	06/01/2010	\$48,850	12/01/2010	\$50,100	06/01/2011	\$51,100					
	12/01/2011	\$52,350									
DEMO: WRECKING LABORER	06/01/2010	\$48,100	12/01/2010	\$49,350	06/01/2011	\$50,350					
	12/01/2011	\$51,600									
APPRENTICE: LABORER Demo Wrecking Laborer											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1 \$36.18/2\$39.16/3\$42.14/4\$45.12											
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2010	\$59,380	12/01/2010	\$60,630							
DIVER	08/01/2010	\$77,440	08/01/2011	\$80,190							
DIVER TENDER	08/01/2010	\$62,570	08/01/2011	\$65,320							
DIVER TENDER (EFFLUENT)	08/01/2010	\$82,330	08/01/2011	\$86,460							
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$104,640	08/01/2011	\$108,760							
ELECTRICIAN	09/01/2010	\$67,040	03/01/2011	\$68,290							
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:								App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80			
1\$34.88/2\$34.88/3\$42.31/4\$42.31/5\$44.45/6\$46.58/7\$48.72/8\$50.85/9\$52.99/10\$55.12											
ELEVATOR CONSTRUCTOR	01/01/2010	\$65,190	01/01/2011	\$66,690	01/01/2012	\$68,190					
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:											
Step 1 \$33.51/2\$42.94/3\$47.88/4\$50.36/5\$55.30											
ELEVATOR CONSTRUCTOR HELPER	01/01/2010	\$51,330	01/01/2011	\$52,830	01/01/2012	\$54,330					
FENCE & GUARD RAIL ERECTOR	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600					
	12/01/2011	\$51,850									
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2010	\$56,950	11/01/2010	\$58,190	05/01/2011	\$59,430					
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2010	\$41,520	11/01/2010	\$42,250	05/01/2011	\$42,980					
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2010	\$58,320	11/01/2010	\$59,570	05/01/2011	\$60,820					
FIRE ALARM INSTALLER	09/01/2010	\$67,040	03/01/2011	\$68,290							
FIRE ALARM REPAIR / MAINTENANCE	09/01/2010	\$55,050	03/01/2011	\$56,300							
FIREMAN (ASST. ENGINEER)	06/01/2010	\$53,760	12/01/2010	\$54,840							
FLAGGER & SIGNALER	06/01/2010	\$37,800	12/01/2010	\$37,800	06/01/2011	\$38,800					
	12/01/2011	\$38,800									
FLOORCOVERER	09/01/2010	\$60,380	03/01/2011	\$61,130	09/01/2011	\$62,380					
	03/01/2012	\$63,630									

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Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates									
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice rates shall be no less than the following:						Steps are 750 hrs.				
Step 1 \$27.35/2\$29.13/3\$39.93/4\$41.71/5\$45.32/6\$47.10/7\$50.69/8\$52.47										
FORK LIFT/CHERRY PICKER	06/01/2010	\$59,730	12/01/2010	\$60,980						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2010	\$48,760	12/01/2010	\$49,690						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2010	\$58,700								
APPRENTICE: GLAZIER - Local 35 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice rates shall be no less than the following:						Steps are 750 hrs.				
Step 1 \$26.95/2\$34.27/3\$36.18/4\$38.10/5\$47.21/6\$49.13/7\$51.04/8\$54.87										
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2010	\$59,730	12/01/2010	\$60,980						
APPRENTICE: HOIST/PORT. ENG. - Local 4										
Ratio	Step	1	2	3	4	5	6	7	8	
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$30.40/2\$44.42/3\$46.33/4\$48.25/5\$50.16/6\$52.07/7\$53.99/8\$55.90										
HVAC (DUCTWORK)	08/01/2010	\$63,960	02/01/2011	\$65,210	08/01/2011	\$66,460				
	02/01/2012	\$67,710	08/01/2012	\$68,960	02/01/2013	\$70,210				
HVAC (ELECTRICAL CONTROLS)	09/01/2010	\$67,040	03/01/2011	\$68,290						
HVAC (TESTING AND BALANCING - AIR)	08/01/2010	\$63,960	02/01/2011	\$65,210	08/01/2011	\$66,460				
	02/01/2012	\$67,710	08/01/2012	\$68,960	02/01/2013	\$70,210				
HVAC (TESTING AND BALANCING - WATER)	09/01/2010	\$68,730								
HVAC MECHANIC	09/01/2010	\$68,730								
HYDRAULIC DRILLS	06/01/2010	\$48,850	12/01/2010	\$50,100	06/01/2011	\$51,100				
	12/01/2011	\$52,350								
INSULATOR (PIPES & TANKS)	09/01/2010	\$61,660								
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston										
Ratio	Step	1	2	3	4					
1:4	%	50.00	60.00	70.00	80.00					
Apprentice wages shall be no less than the following:						Steps are 1 year				
Step 1 \$36.14/2\$40.76/3\$45.39/4\$50.01										
IRONWORKER/WELDER	03/16/2010	\$60,940								

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Prevailing Wage Rates

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification

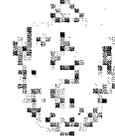
Effective Dates and Total Rates

APPRENTICE: IRONWORKER - Local 7 Boston							
Ratio	Step	1	2	3	4	5	6
**	%	60.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:				** Structural 1:6; Ornamental 1:4			
Step 1		\$46.82/2	\$50.35/3	\$52.12/4	\$53.88/5	\$55.65/6	\$57.41
JACKHAMMER & PAVING BREAKER OPERATOR		06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
		12/01/2011	\$51.850				
LABORER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
APPRENTICE: LABORER - Zone 1							
Ratio	Step	1	2	3	4		
1:5	%	60.00	70.00	80.00	90.00		
Apprentice wages shall be no less than the following:							
Step 1		\$36.18/2	\$39.16/3	\$42.14/4	\$45.12		
LABORER: CARPENTER TENDER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
LABORER: CEMENT FINISHER TENDER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
LABORER: MASON TENDER		06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
		12/01/2011	\$51.850				
LABORER: MULTI-TRADE TENDER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
LABORER: TREE REMOVER		06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
		12/01/2011	\$51.600				
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.							
LASER BEAM OPERATOR		06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
		12/01/2011	\$51.850				
MARBLE & TILE FINISHERS		08/01/2010	\$58.470	02/01/2011	\$59.270	08/01/2011	\$60.950
		02/01/2012	\$61.740				
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile							
Ratio	Step	1	2	3	4	5	
1:3	%	50.00	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:				Steps are 800 hrs.			
Step 1		\$41.18/2	\$44.63/3	\$48.09/4	\$51.55/5	\$55.01	
MARBLE MASONS, TILELAYERS & TERRAZZO MECH		08/01/2010	\$69.950	02/01/2011	\$70.940	08/01/2011	\$73.040
		02/01/2012	\$74.030				

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Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification

Effective Dates and Total Rates

APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:										
Step 1 \$47.33/2\$51.85/3\$56.38/4\$60.90/5\$65.43										
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)					07/01/2010	\$29.590	07/01/2011	\$30.290		
MECH. SWEEPER OPERATOR (ON CONST. SITES)					06/01/2010	\$59.380	12/01/2010	\$60.630		
MECHANICS MAINTENANCE					06/01/2010	\$59.380	12/01/2010	\$60.630		
MILLWRIGHT (Zone 1)					04/01/2010	\$55.850				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following:										
Step 1 \$25.95/2\$27.63/3\$37.99/4\$39.67/5\$42.83/6\$44.51/7\$47.67/8\$49.34										
MORTAR MIXER					06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
					12/01/2011	\$51.850				
OILER (OTHER THAN TRUCK CRANES, GRADALLS)					06/01/2010	\$42.430	12/01/2010	\$43.170		
OILER (TRUCK CRANES, GRADALLS)					06/01/2010	\$45.500	12/01/2010	\$46.330		
OTHER POWER DRIVEN EQUIPMENT - CLASS II					06/01/2010	\$59.380	12/01/2010	\$60.630		
PAINTER (BRIDGES/TANKS)					01/01/2010	\$63.410				
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$29.31/2\$36.86/3\$39.01/4\$41.16/5\$50.51/6\$52.66/7\$54.81/8\$59.11										
PAINTER (SPRAY OR SANDBLAST, NEW) *					01/01/2010	\$60.100				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER Local 35 Zone 1 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$27.65/2\$35.04/3\$37.02/4\$39.01/5\$48.19/6\$50.18/7\$52.16/8\$56.13										
PAINTER (SPRAY OR SANDBLAST, REPAINT)					01/01/2010	\$58.160				
APPRENTICE: PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$26.68/2\$33.97/3\$35.86/4\$37.74/5\$46.83/6\$48.72/7\$50.61/8\$54.38										

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates									
PAINTER (TRAFFIC MARKINGS)	06/01/2010	\$48,100	12/01/2010	\$49,350	06/01/2011	\$50,350				
	12/01/2011	\$51,600								
PAINTER / TAPER (BRUSH, NEW) *	01/01/2010	\$58,700								
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 35 Zone 1 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1 \$26.95/2\$34.27/3\$36.18/4\$38.10/5\$47.21/6\$49.13/7\$51.04/8\$54.87										
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2010	\$56,760								
APPRENTICE: PAINTER Local 35 Zone 1 - BRUSH REPAINT										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1 \$25.98/2\$33.20/3\$35.02/4\$36.83/5\$45.85/6\$47.67/7\$49.49/8\$53.12										
PANEL & PICKUP TRUCKS DRIVER	06/01/2010	\$44,760	12/01/2010	\$45,360	06/01/2011	\$46,110				
	12/01/2011	\$46,770	06/01/2012	\$47,420	12/01/2012	\$48,450				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2010	\$62,570	08/01/2011	\$65,320						
PILE DRIVER	08/01/2010	\$62,570	08/01/2011	\$65,320						
APPRENTICE: PILE DRIVER - Local 56 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00	
Apprentice wages shall be no less than the following:										
Step 1 \$46.76/2\$48.74/3\$50.71/4\$52.69/5\$54.67/6\$56.64/7\$58.62/8\$60.59										
PIPEFITTER & STEAMFITTER	09/01/2010	\$68,730								
APPRENTICE: PIPEFITTER - Local 537										
Ratio	Step	1	2	3	4	5				
**	%	40.00	45.00	60.00	70.00	80.00				
Apprentice Rates-Step 1 \$33.44/2 \$43.38/3 \$50.29/4 \$54.90/5 \$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.				
Refrig/AC Mechanic ** 1:1; 1:2; 2:4; 3:6; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23(Max)										
PIPELAYER	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600				
	12/01/2011	\$51,850								
PLUMBERS & GASFITTERS	03/01/2010	\$67,500								
APPRENTICE: PLUMBER - Local 12										
Ratio	Step	1	2	3	4	5				
**	%	35.00	40.00	55.00	65.00	75.00				
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr				
Step 1 \$30.01/2\$32.89/3\$41.54/4\$47.31/4w/lic\$50.20/5\$53.09/5w/lic\$55.98										

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification

Effective Dates and Total Rates

APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Apprentice wages shall be no less than the following:						Steps 1-3 are 1 year; Steps 4-7 are 6 mos.					
Step 1 \$24.84/2 \$33.33/3 \$35.95/4 \$41.20/5 \$43.83/6 \$49.08/7 \$53.83											
SIGN ERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 4 mos.					
Step 1 \$19.48/2 \$23.12/3 \$24.36/4 \$25.60/5 \$30.34/6 \$31.58/7 \$32.82/8 \$34.06/9 \$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						06/01/2010	\$45.220	12/01/2010	\$45.820	06/01/2011	\$46.570
						12/01/2011	\$47.230	06/01/2012	\$47.880	12/01/2012	\$48.910
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						06/01/2010	\$45.510	12/01/2010	\$46.110	06/01/2011	\$46.860
						12/01/2011	\$47.520	06/01/2012	\$48.170	12/01/2012	\$49.200
SPRINKLER FITTER						04/01/2010	\$69,550				
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1 \$35.50/2 \$38.03/3 \$40.55/4 \$43.08/5 \$45.60/6 \$48.13/7 \$50.65/8 \$53.18/9 \$55.70/10 \$58.23											
STEAM BOILER OPERATOR						06/01/2010	\$59.380	12/01/2010	\$60.630		
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						06/01/2010	\$59.380	12/01/2010	\$60.630		
TELECOMMUNICATION TECHNICIAN						09/01/2010	\$55.050	03/01/2011	\$56.300		
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
Apprentice wages shall be no less than the following:											
Step 1 \$34.59/2 \$36.19/3 \$37.80/4 \$39.39/5 \$40.99/6 \$42.60/7 \$45.80/8 \$47.40											
TERRAZZO FINISHERS						08/01/2010	\$68,850	02/01/2011	\$69,840	08/01/2011	\$71,940
						02/01/2012	\$72,930				
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:						Steps are 800 hrs.					
Step 1 \$46.78/2 \$51.19/3 \$55.61/4 \$60.02/5 \$64.44											
TEST BORING DRILLER						06/01/2010	\$49,500	12/01/2010	\$50,750	06/01/2011	\$51,750
						12/01/2011	\$53,000				

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Cambridge

Contract Number: 5260

City/Town: CAMBRIDGE

Description of Work: Reverse Osmosis Water System Installation & Repair Works - Install new Reverse Osmosis Water System and repair existing system as needed to all City and School locations.

Job Location: Various City and School Locations

Classification	Effective Dates and Total Rates					
TEST BORING DRILLER HELPER	06/01/2010	\$48.220	12/01/2010	\$49.470	06/01/2011	\$50.470
	12/01/2011	\$51.720				
TEST BORING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
TRACTORS/PORTABLE STEAM GENERATORS	06/01/2010	\$59.380	12/01/2010	\$60.630		
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2010	\$45.800	12/01/2010	\$46.400	06/01/2011	\$47.150
	12/01/2011	\$47.810	06/01/2012	\$48.460	12/01/2012	\$49.490
TUNNEL WORK - COMPRESSED AIR	06/01/2010	\$60.680	12/01/2010	\$61.930	06/01/2011	\$63.180
	12/01/2011	\$64.430				
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2010	\$62.680	12/01/2010	\$63.930	06/01/2011	\$65.180
	12/01/2011	\$66.430				
TUNNEL WORK - FREE AIR	06/01/2010	\$52.750	12/01/2010	\$54.000	06/01/2011	\$55.250
	12/01/2011	\$56.500				
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2010	\$54.750	12/01/2010	\$56.000	06/01/2011	\$57.250
	12/01/2011	\$58.500				
VAC-HAUL	06/01/2010	\$45.220	12/01/2010	\$45.820	06/01/2011	\$46.570
	12/01/2011	\$47.230	06/01/2012	\$47.880	12/01/2012	\$48.910
WAGON DRILL OPERATOR	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
	12/01/2011	\$51.850				
WASTE WATER PUMP OPERATOR	06/01/2010	\$59.730	12/01/2010	\$60.980		
WATER METER INSTALLER	03/01/2010	\$67.500				

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, Section 11.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1-2 JM: 1 APP; 3-4 JM: 2 APP; 5 JM: 3 APP; 6-7 JM: 4 APP; 8 JM: 5 APP; etc.

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

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

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

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

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

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

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

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

Signature

Name of person signing bid

Name of Business

Address: _____

Zip Code: _____

This form must be submitted with your bid

Name of Bidder: _____

CORI COMPLIANCE FORM

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

CERTIFICATION

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

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

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

Signature

(Name of Business)

NOTE:

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

Instructions for Completing CORI Compliance Form:

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

This form must be submitted with your bid

Name of Bidder: _____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be 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.

-Thursday, September 30, 2010 @ 11:00 AM

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

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

2.112.061 Purpose

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

2.112.062 Definitions

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

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

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

2.112.063 CORI-Related Standards of the City of Cambridge

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

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2.112.064 Waiver

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

2.112.065 Applicability

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

In City Council January 28, 2008.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:

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(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

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for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

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

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
- (4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;
- (5) positions where housing is provided by the employer;
- (6) employees who are exempt from federal or state minimum wage requirements; and
- (7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

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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.

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(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.

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(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.

**City Of Cambridge
Articles Of Agreement**

Commodity:
File Number:

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

Address:

Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not 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 _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents (and 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 obligations under this Contract including, but not 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 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.

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

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

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

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

Approved as to Form:

The Contractor:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent

NAME OF BIDDER: _____