

CITY OF CAMBRIDGE

SNOWPLOWING AND SNOW HAULING SERVICES

The City of Cambridge is seeking independent contractors to provide snow plowing and snow hauling services for the City as follows:

CONTRACT PERIOD: NOVEMBER 1, 2010 THROUGH MAY 1, 2011

DESCRIPTION: Contractors will provide individuals, trucks and equipment necessary to perform snow plowing services. Equipment is to include trucks for snow plowing complete with plows and necessary drivers, dump trucks complete with tailgates and such additional side boards so as to provide a minimum body height of 3'6" and complete with necessary drivers, complete with blades and/or buckets for snow plowing.

CONTRACT PRICES: ARE SET BY THE CITY AND ARE AVAILABLE AT THE PURCHASING DEPARTMENT (SEE BELOW).

SPECIFICATIONS: AVAILABLE AT THE PURCHASING DEPARTMENT (SEE BELOW) OR ON CITY WEBSITE AT WWW.CAMBRIDGEMA.GOV. ONLINE SERVICES PURCHASING CURRENT BID LIST.

INFORMATION REQUIRED: CONTRACTORS MUST SUBMIT THE INFORMATION FORM PROVIDED BY THE CITY AND A COPY OF VEHICLE REGISTRATION FORMS.

LIVING WAGE REQUIREMENTS: THE CITY OF CAMBRIDGE HAS LIVING WAGE REQUIREMENT THAT ESTABLISHES MINIMUM HOURLY RATES FOR ALL PERSONNEL THAT WORK INSIDE THE CITY LIMITS. THE CITY OF CAMBRIDGE'S LIVING WAGE AS OF MARCH 1, 2010 IS \$13.69 PER HOUR. THE LIVING WAGE REQUIREMENTS ARE ATTACHED.

INSURANCE: EACH CONTRACTOR MUST PROVIDE EVIDENCE OF AUTOMOBILE LIABILITY INSURANCE COVERING ALL AUTOMOBILES AND REGISTERED VEHICLES. COMMERCIAL LIABILITY INSURANCE "MOBILE EQUIPMENT" AND FOR INJURY DUE TO AN ACCIDENT CAUSED BY SNOWPLOWERS' WORK (BOBCATS, BACKHOES, FRONT END LOADERS, ETC.) AND WORKERS' COMPENSATION (IF APPLICABLE-IF NOT APPLICABLE CONTRACTOR MUST SIGN AFFIDAVIT PROVIDED BY THE CITY).

A CONTRACT WITH THE CITY FOR THESE SERVICES DOES NOT GUARANTEE THAT THE SERVICES WILL BE UTILIZED. CONTRACTORS WILL BE CALLED DEPENDING ON THE NEEDS OF THE CITY. CONTRACTORS PROVIDING IDENTICAL EQUIPMENT WILL BE CALLED IN THE ORDER THE REQUIRED COMPLETED CONTRACT DOCUMENTS WERE RECEIVED BY THE CITY.

ALL INDIVIDUALS OR CORPORATIONS INTERESTED IN PROVIDING THESE SERVICES MUST PICK UP THE NECESSARY DOCUMENTS, WHICH INCLUDE THE LIVING WAGE RATES, SPECIFICATIONS AND THE SUBMITTAL FORM, AT THE CITY OF CAMBRIDGE PURCHASING DEPARTMENT, CITY HALL, 795 MASS. AVE., THIRD FLOOR, CAMBRIDGE, MA 02139.

CYNTHIA H.GRIFFIN
PURCHASING AGENT

SNOW PLOWING AND HAULING SERVICES

FILE NO. 5337
 City of Cambridge
 Purchasing Department

The City of Cambridge is seeking independent contractors to provide snow plowing and/or snow hauling services on an as-needed basis as follows:

CONTRACT PERIOD: November 1, 2010 through May 1, 2011

DESCRIPTION: Contractors will provide individuals, trucks and equipment necessary to perform snow plowing and snow hauling services. Equipment will include trucks for snow plowing complete with plows and necessary drivers, dump trucks complete with tailgates and such additional side boards so as to provide a minimum body height of 3'6" and complete with necessary drivers, complete with blades and/or buckets for snow plowing.

MEETING WITH DEPARTMENT

OF PUBLIC WORKS: ALL bidders are requested to attend a meeting on Tuesday, November 16 at 4:30 pm in the Department of Public Works Frazier Building Conference Room, 147 Hampshire Street, Cambridge, Massachusetts.

CONTRACT PRICES: Prices are set by the City as follows and shall remain fixed for the duration of the contract. Please note that the City **does not pay overtime rates**.

CONTRACT AMOUNT: A contract with the City for these services does not guarantee that the services will be utilized. Contractors will be called depending on the needs of the City.

CONTRACT PRICES:

1)	2-Axle Truck, 20,000 to 30,000 lb GVW, w/10' Plow	\$110.00
2)	2 or 3 Axle Truck, Min 31,000 lb GVW w/10' Plow	\$126.00
3)	2 Axle Truck, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum (Only if Requested)	\$140.00
4)	2 or 3 Axle Truck, Min 31,000 lb GVW, w/10' Plow & Salt Spreader; 10 Yd Body Minimum (Only if Requested)	\$160.00
5)	18 Wheeler Dump Trailer (Hauling Salt or Snow When Requested)	\$99.00
6)	10 Wheeler Dump (Hauling Salt or Snow When Requested)	\$80.00
7)	Tri-axle Dump (Hauling Salt or Snow When Requested)	\$90.00
8)	4 Wheel Drive Pick-up, Min 7,500 lb GVW w/8' Plow min.	\$80.00
9)	4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow min.	\$95.00
10)	2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min	\$105.00
11)	Bobcat or SCAT Truck (Must Include Blade, Bucket, Brush and Snow Blower)	\$109.00
12)	Rubber Tire 4-Wheel Drive Backhoe w/9' Plow Minimum (Size comparable to Case 580, John Deere 310, Cat 420 or equal)	\$150.00
13)	Front-End Loader, Minimum 3 cy Bucket w/9' Plow Minimum (1 1/2 cy when requested)	\$180.00
14)	Gradall	\$135.00
15)	Rubber Tire Excavator w/1 cy Clean Up Bucket (Size of Cat 316 or equal)	\$135.00
16)	Small Bulldozer Used for Stockpiling Snow (Size of Cat D-3 or equivalent)	\$126.50
17)	Large Bulldozer Used for Stockpiling Snow (Size of Cat D-6 or equivalent)	\$180.00
18)	Large Front-End Loader, Minimum 4 cy Bucket	\$160.00
19)	Grader for Plowing Snow	\$140.00
20)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS	\$35.00
21)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS	\$25.00

SPECIFICATIONS: The work to be performed under these contracts shall be in accordance with the following specifications and conditions:

- a. All trucks used by the Contractor for plowing snow must have a manufacturer's rating of three (3) tons or more.
- b. It is specifically understood that all equipment shall be in A-1 condition capable of performing work without unforeseen breakdown.
- c. Should a breakdown occur to equipment owned by the Contractor, credit shall be allowed only up to conclusion of the half hour in which breakdown occurred.
- d. All contractors shall be responsible for filling their vehicles or equipment with diesel fuel, gasoline or motor oil. The City will not provide fuel.
- e. It is understood that all snow plowing contractors shall report with fully equipped vehicles, including chains and plows, **ballast** and fuel. Ballast materials will NOT be supplied by the City. Salt and de-icing material will be supplied by the City of Cambridge for salters hired by the City for that purpose only.
- f. Plowing and hauling time will be computed and credited in the following manner:

Plowing time will commence when hired truck has checked in with the Public Works Operations Supervisor or his/her authorized assistant.

Contractors who report for work within one (1) hour after being alerted by telephone will receive payment for one (1) hour travel time.

NOTE: The Department of Public Works will give each driver a pre-printed Snow Ticket work slip. Upon checkout, the driver **must** fill out and hand in a Snow Ticket with check-in time, checkout time, truck number and other pertinent information to the Public Works Operations Supervisor or his/her authorized assistant.

Plowing time will be terminated when hired truck has checked in with the timekeeper or his/her authorized assistant.
- g. The City shall perform minor repairs on the Contractor's equipment used in the performance of the Contract if, in the opinion of the Commissioner of Public Works or his/her duly authorized representative, such repairs are in the interest of the City of Cambridge. The City shall deduct the costs of the repair work from the next payment to the Contractor or bill the Contractor for such repair work within the fiscal year in which the work was performed if no additional payments are expected..
- h. Manufacturer's ratings on all equipment used must be certified by the company from which such equipment was purchased.
- i. The Contractor's equipment must be covered by the types of insurance specified herein for the protection of the City of Cambridge while performing services for said City.
- j. Contractor shall assure compliance of its equipment and drivers with all federal, state and local regulations, including but not limited to the Registry of Motor Vehicles and the U.S. Department of Transportation.
- k. It is understood that during snow plowing it shall be the responsibility of the Contractor to direct its operators to check both in and out with the Public Works Supervisor. All drivers, operators and other personnel on duty must sign a Snow Operations ticket when dismissed at the end of the operation.
- l. The City reserves the right to terminate the Contractor's services if the driver or operator cannot be located or does not respond when contacted during a storm.
- m. All vehicles must be equipped with cell phones at no additional cost to the City. Phone numbers must be reported to the Snow Operations Supervisor.
- n. The Contractor must provide a fully qualified, licensed and responsible driver for each vehicle. The contractor must provide the name of each driver/operator to the Public Works Supervisor overseeing the route and all licenses must be made available for inspection any time during a snow plowing operation assignment.
- o. All Contractors must provide the state vehicle registration showing equipment type, gross vehicle weight and license plate number for vehicles and heavy equipment.

SNOW PLOWING AND HAULING SERVICES

FILE NO. 5337

INVOICES: Invoices must be submitted to the Department of Public Works within **ten days** of performing services. Each invoice **must** include the following information: Contractor's name, address and telephone number, snow ticket number, number of hours worked, date(s) worked, type of truck or equipment, vehicle registration number and unit price per hour. A copy of each snow ticket must be included with the invoice. Please include travel time in the number of hours billed **if** you are eligible per Section (f) above. Contractors may use the format on the attached sample invoice if desired. Please do not submit handwritten invoices.

INFORMATION REQUIRED: All contractors must submit the attached Information Form in order to be considered for a contract.

LIVING WAGE: The City of Cambridge has Living Wage requirement that establishes minimum hourly rates for all personnel who work inside the City limits. The City of Cambridge's Living Wage as of March 1, 2010 is \$13.69 per hour. The Living Wage requirements are attached.

INSURANCE: Each contractor must provide evidence of insurance covering commercial liability, automotive (for all owned, non-owned, leased and hired vehicles) and worker's compensation (if applicable-if not applicable contractor must sign affidavit provided by the City).

CYNTHIA H. GRIFFIN
PURCHASING AGENT

SEE ATTACHED INFORMATION FORM

SNOW PLOWING AND CLEARING INFORMATION FORM (4 PAGES)

VENDOR NAME: _____

THIS FORM MUST BE SUBMITTED WITH FOUR ORIGINAL CERTIFICATES OF INSURANCE EVIDENCING THE EXISTENCE OF THE POLICIES SET FORTH IN THE SPECIFICATIONS FOR EACH ITEM; CHECK OFF WHETHER YOU WILL PROVIDE SNOW PLOWING, SNOW CLEARING OR BOTH SERVICES.

FOR EACH ITEM COMPLETE WITH SNOWPLOWS, CHAINS, BALLASTS AND NECESSARY DRIVERS; DUMP TRUCKS COMPLETE WITH 6-YARD MATERIAL SPREADERS AND NECESSARY OPERATORS:

USE ADDITIONAL PAGES IF NECESSARY

ITEM	EQUIPMENT	PRICE PER HOUR	CHECK ONE OR BOTH			TRUCK MFR	MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
			SNOW PLOWING	SNOW CLEARING					
1)	2-Axle Truck, 20,000 to 30,000 lb GVW w/10' Plow	\$110.00	_____	_____	_____	_____	_____	_____	_____
2)	2 or 3 Axle Truck, Min 31,000 lb GVW w/10' Plow	\$126.00	_____	_____	_____	_____	_____	_____	_____
3)	2 Axle Truck, 20,000 - 30,000 lb GVW, w/10' Plow & Salt Spreader; 6 Yd Body Minimum (Only if Requested)	\$140.00	_____	_____	_____	_____	_____	_____	_____
4)	2 or 3 Axle Truck, Min 31,000 lb GVW, w/10' Plow & Salt Spreader; 10 Yd Body Minimum (Only if Requested)	\$160.00	_____	_____	_____	_____	_____	_____	_____
5)	18 WHEELER DUMP TRAILER (Hauling Salt or Snow When Requested)	\$99.00	_____	_____	_____	_____	_____	_____	_____

USE ADDITIONAL PAGES IF NECESSARY

ITEM	EQUIPMENT	PRICE PER HOUR	CHECK ONE OR BOTH		TRUCK MFR	MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
			SNOW PLOWING	SNOW CLEARING				
6)	10 Wheeler Dump (Hauling Salt or Snow When Requested)	\$80.00						
7)	TRIAXLE DUMP (Hauling Salt or Snow When Requested)	\$90.00						
8)	4 Wheel Drive Pick-up, Min 7,500 lb GVW w/8' Plow min.	\$80.00						
9)	4 Wheel Drive Pick-up, Min 9,200 lb GVW w/8' Plow min.	\$95.00						
10)	2 Axle Dual Rear Wheel (Size comparable to Ford F450 or Equal) w/9' Plow Min	\$105.00						
11)	Bobcat or SCAT Truck (Must Include Blade, Bucket, Brush and Snow Blower)	\$109.00						
12)	Rubber Tire 4-Wheel Drive Backhoe w/9' Plow Minimum (Size comparable to Case 580, John Deere 310, Cat 420 or equal)	\$150.00						

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14)	Gradall	\$135.00						
15)	Rubber Tire Excavator w/1 cy Clean Up Bucket (Size of Cat 316 or equal)	\$135.00						
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17)	Large Bulldozer Used for Stockpiling Snow (Size of Cat D-6 or equivalent)	\$180.00						
18)	Large Front-End Loader, Minimum 4 cy Bucket	\$160.00						
19)	Grader for Plowing Snow	\$140.00						

USE ADDITIONAL PAGES IF NECESSARY

ITEM	EQUIPMENT	PRICE PER HOUR	CHECK ONE OR BOTH				MODEL NO.	VEHICLE REG. #	G.V.W. RATING AS FILED WITH RMV
			SNOW PLOWING	SNOW CLEARING	TRUCK MFR				
20)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH SNOW BLOWERS	\$35.00							
21)	INDIVIDUALS TO PERFORM SNOW CLEARING WITH HAND SHOVELS	\$25.00							

FOR ALL CONTRACTORS, PLEASE STATE THE FOLLOWING:
CELL OR MOBILE PHONE NUMBER: _____

NAME OF CONTACT PERSON: _____

"I certify under the penalties of perjury that I have complied with all of the laws of the Commonwealth of Massachusetts relating to taxes, reporting employees and contractors and withholding and remitting child support."

SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____ TELEPHONE NUMBER(S) _____

CITY, STATE, ZIP CODE _____

AFFIDAVIT

WORKER'S COMPENSATION INSURANCE COVERAGE

RE: Contract For _____

Bidder: _____ ("the BIDDER")

I, _____, _____, do hereby state that
(Print name) (Title)

1. I am authorized to sign this document on behalf of the BIDDER and bind the BIDDER hereto;
2. the BIDDER is not subject to the Commonwealth of Massachusetts Workers' Compensation Law, M.G.L. C. 152;
3. in the event the BIDDER is awarded this contract and hires any employees for this contract which would subject it to such insurance law, the BIDDER shall provide the City of Cambridge with a certificate of insurance indicating workers' compensation insurance coverage pursuant to the specification requirements prior to the commencement of work by those employees; and
4. the BIDDER understands that its failure to comply with the requirement set forth in paragraph 3 may result in the termination of its contract with the City of Cambridge.

Signed under the penalties of perjury.

Dated: _____

(Signature)

Contractor Name _____
 Address _____
 City, State, Zip _____
 Telephone No. _____

Date: _____

INVOICE

To: CITY OF CAMBRIDGE DEPT OF PUBLIC WORKS
 147 Hampshire Street
 Cambridge, MA 02139

Quantity	Description				Unit Price	TOTAL
# of Hours	Date Worked	Type of Equipment	Vehicle Reg. # (if applicable)	Ticket No.	\$ _____ Price per hour	\$ _____ Total \$
	Check if above hours include travel time: _____					
# of Hours	Date Worked	Type of Equipment	Vehicle Reg. # (if applicable)	Ticket No.	\$ _____ Price per hour	\$ _____ Total \$
	Check if above hours include travel time: _____					
# of Hours	Date Worked	Type of Equipment	Vehicle Reg. # (if applicable)	Ticket No.	\$ _____ Price per hour	\$ _____ Total \$
	Check if above hours include travel time: _____					
Add additional lines if necessary						
INVOICE TOTAL:						

IF ELIGIBLE FOR TRAVEL TIME PER CONTRACT, PLEASE INCLUDE IN NUMBER OF HOURS ABOVE

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

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

2.121.010 Title and Purpose.

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

2.121.020 Definitions.

For the purposes of this ordinance, the term:

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

(b) "Assistance" means:

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

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

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

(c) "Beneficiary" means:

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

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

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

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the

activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

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

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

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

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

2.121.030 Living Wage.

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

(b) Amount of wage. The Living Wage

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

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

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

2.121.040 Waivers and Exceptions.

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

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer

would cause a substantial hardship to the Covered Employer.

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

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

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

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

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

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

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

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

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

(j) Exceptions. The following positions will

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

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on

the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

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

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

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

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member

of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

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

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department.

Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

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

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

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred

beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

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

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

2.121.090 Severability.

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

2.121.100 Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

File No. 5337
Attachment

CITY OF CAMBRIDGE SNOW AND ICE CONTROL AGREEMENT
CONTRACTOR LICENSE CERTIFICATION

CONTRACTOR LEGAL NAME: _____

CONTRACTOR VENDOR CODE: _____

INSTRUCTIONS:

The City of Cambridge requires that Contractors, as a condition of receiving City of Cambridge funds under City of Cambridge Snow and Ice Control Agreement, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use unlicensed vehicle operators in connection with the performance of the City of Cambridge Snow and Ice Control Agreement; that the Contractor shall verify the status of each license for each worker assigned to such Agreement; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

The Contractor is required to sign this Certification at the beginning of each winter season and prior to performing any work for the City of Cambridge under this Agreement. A copy of this signed Certification must be attached to the "record copy" of the Contractor's Snow and Ice Control Agreement.