

MEMORANDUM

To: CRA Board
From: Alexandra Levering, Project Manager
Date: March 17, 2021
Re: KSTEP Bus Shelter Construction Procurement

INTRODUCTION

The Kendall Square Transit Enhancement Program (KSTEP) is a transit fund established as a mitigation requirement in the Kendall Square Urban Redevelopment Plan's 2015 EIR. The fund seeks to pay for programs or infrastructure that improves or expands transit capacity in Kendall Square. In 2020, the KSTEP Working Group, comprised of representatives from the CRA, the City of Cambridge, MassDOT, the MBTA, and Boston Properties, the CRA Board and the City Manager, approved funding for the purchase and installation of a bus shelter to be located at 500 Main Street. Since approval, CRA staff have coordinated with the City's Department of Public Works, Verizon Communications, VHB and Daytech Limited engineers to finalize the shelter's location and engineering plans. In February, staff initiated a procurement process to hire a contractor to complete the installation of the shelter and a concrete pad. After receiving three complete proposals, staff recommends contracting with Bond Civil & Utility Construction, Inc.

PROJECT SCOPE

The CRA sought written responses from qualified construction firms to receive the delivery of, assemble, and install an Avanti Canopy Bus Shelter. The scope of work will include the installation of a monolithic concrete pad to be poured prior to the installation of the shelter. All work will be completed on a City of Cambridge sidewalk located in front of 500 Main Street in Kendall Square.

RFP PROCESS

Date	Activity
Feb. 17, 2021	BID advertisement submitted to Central Register
Feb. 23, 2021	BID documents uploaded to CRA website
Feb. 24, 2021	Central Register & COMMBUYS advertisement released
March 1, 2021	CRA hosted an on-site visit at 500 Main Street for interested firms
March 5, 2021	BID amendment uploaded to CRA website
March 10, 2021	Responses due
March 11, 2021	Responses opened
March 12, 2021	References checked
March 17, 2021	CRA Board vote

BID RESULTS

There were three bids received from the following construction firms (listed in alphabetical order):

BOND Civil & Utility Construction, Inc. - (\$32,046)
Dagle Electrical Construction Corporation - (\$37,973)
Unified Contracting, Inc. – (\$42,860)

It should be noted that each of the three firms submitted written response in accordance with Chapter 30 Section 39M of M.G.L.

RECOMMENDATION

Motion: Authorizing the Chair to enter into a construction contract with Bond Construction, selected pursuant to Chapter 30 Section 39M of M.G.L., as the General Contractor for the installation of a bus shelter located at 500 Main Street, and funded through the Kendall Square Transit Enhancement Program.

ATTACHEMENTS

Attachment A: Request for Written Responses

Attachment B: BOND Civil & Utility Construction, Inc submission

Attachment C: CRA Board approved KSTEP Funding Proposal



Request for Written Responses

Bus Shelter Installation

500 Main Street

Cambridge MA 02142



SUMMARY

The Cambridge Redevelopment Authority (CRA) is seeking proposals from qualified construction firms to receive the delivery of, assemble, and install an *Avanti Canopy Bus Shelter* to be ordered by the CRA from Daytech Limited (Shelter). The installation will require a monolithic concrete pad to be poured prior to the installation of the Shelter. All contracted work will be completed on a City of Cambridge public sidewalk located in front of 500 Main Street in Kendall Square.

The CRA adheres to the City of Cambridge's (the "City") commitments to contracting and subcontracting to Minority and Women Owned Business. The CRA reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the CRA.

The successful respondent (the "Contractor") must be an Equal Opportunity Employer.

Copies of the Request for Written Responses and all relevant exhibits may be downloaded from the CRA website at: www.CambridgeRedevelopment.org/jobs-contracting on and after **February 24, 2021**.

Respondents are invited to a site visit at 500 Main St. on **March 1, at 9:30 AM**. To attend the site visit, respondents must register by February 26th by emailing Carlos Peralta at CPeralta@CambridgeRedevelopment.org.

The estimated project value is: \$36,000, not including the Shelter to be purchased by the CRA separately.

Written Responses are due no later than 4:00 PM on March 10, 2021 via email. All proposals will become public information.

The status of this Request for Written Responses will be updated at: www.cambridgeredevelopment.org/jobs-contracting

Respondents interested in receiving Request for Written Responses addenda and updates must provide a working email address to Carlos Peralta at CPeralta@CambridgeRedevelopment.org.

1. CONTEXT

This project is being implemented by the CRA, on behalf of the Kendall Square Transit Enhancement Program. The new bus shelter will be located in the public right-of-way on the southern side of Main Street, between Vassar Street and Ames Street (approximate address is 500 Main Street). Once constructed, the shelter will serve the EZRide and MIT Tech shuttles.



Approximate location of the shelter and concrete pad (for graphical purposes only)

This project has been approved by the City, and site plans and test pits have been conducted to understand utility conflicts. The engineering plans included in this Request for Written Responses provide a footer design that works around existing telecom utilities owned by Verizon.

The CRA will coordinate with the selected Contractor on the most efficient method for the purchase and delivery of the Avanti Canopy Bus Shelter from Daytech Limited in Toronto, Ontario.

2. PROPOSAL SUBMISSION GUIDELINES

To submit a Response, the contractor must **provide one electronic response** marked “[Your Firm Name] 500 Main Street Bus Shelter Installation” to Carlos Peralta at CPeralta@CambridgeRedevelopment.org **on or before March 10, 2021 at 4:00 PM**. The response may be emailed or provided via a web link through Dropbox, Google Drive or similar site that to which CRA staff can be provided access. You will receive an email confirmation of receipt of your submission within one business day. Delivery to any other CRA staff person does not constitute compliance with this paragraph. It is the responsibility of the applicant to assure proper delivery.

Respondents interested in receiving addenda or information must provide a working email address to Carlos Peralta at CPeralta@CambridgeRedevelopment.org.

The CRA is not liable for any cost incurred by contractors in the preparation of Responses. The CRA may request additional information in support of proposals after proposals are submitted.

The successful firm will be required to furnish a Performance Bond and a Labor and Material Plan deposit, that will not be returned until the CRA certifies that the project was completed satisfactorily. That determination is at the sole discretion of the CRA staff in consultation with the City and any third-party consultants. The Performance Bond, in the amount of fifty percent (50%) of the contract sum shall be obtained from a surety licensed business in the Commonwealth of Massachusetts and the form shall be satisfactory to the CRA.

The CRA reserves the right to reject any Response if it determines that such proposal does not represent the proposal of a person competent to perform the work as specified. The CRA may also reject Responses if less than three such proposals were received and that the prices are not reasonable for acceptance without further competition. No less than the minimum wage rates as set forth in the schedule contained in the Request for Written Responses attached Exhibits must be paid to all workers on this project.

3. PROJECT SCOPE

The selected firm will be responsible for all scope of the work phases of the *500 Main Street Bus Shelter* installation project. This will include but not limited to:

- Secure all necessary City permits. Flexibility in project schedule will be approved based on the delivery confirmation of the Shelter.
- Coordinate with the CRA to purchase the Avanti Canopy Bus Shelter from Daytech and schedule the delivery to the contractor or work site.
- Prepare, excavate, and pour a concrete slab and footers according to the engineering documents supplied (*Exhibit A*) and site plan (*Exhibit B*). All sidewalk work must be completed according to the City standard specifications for sidewalks.
- Receive the delivery of the Shelter and assemble and install the shelter according to the manufacturer's specifications (*Exhibit A*) at the designated site at 500 Main Street.

4. EXHIBITS

Exhibit A - Engineering Drawings

Exhibit B - Site Plan

Exhibit C - Avanti Canopy Bus Shelter

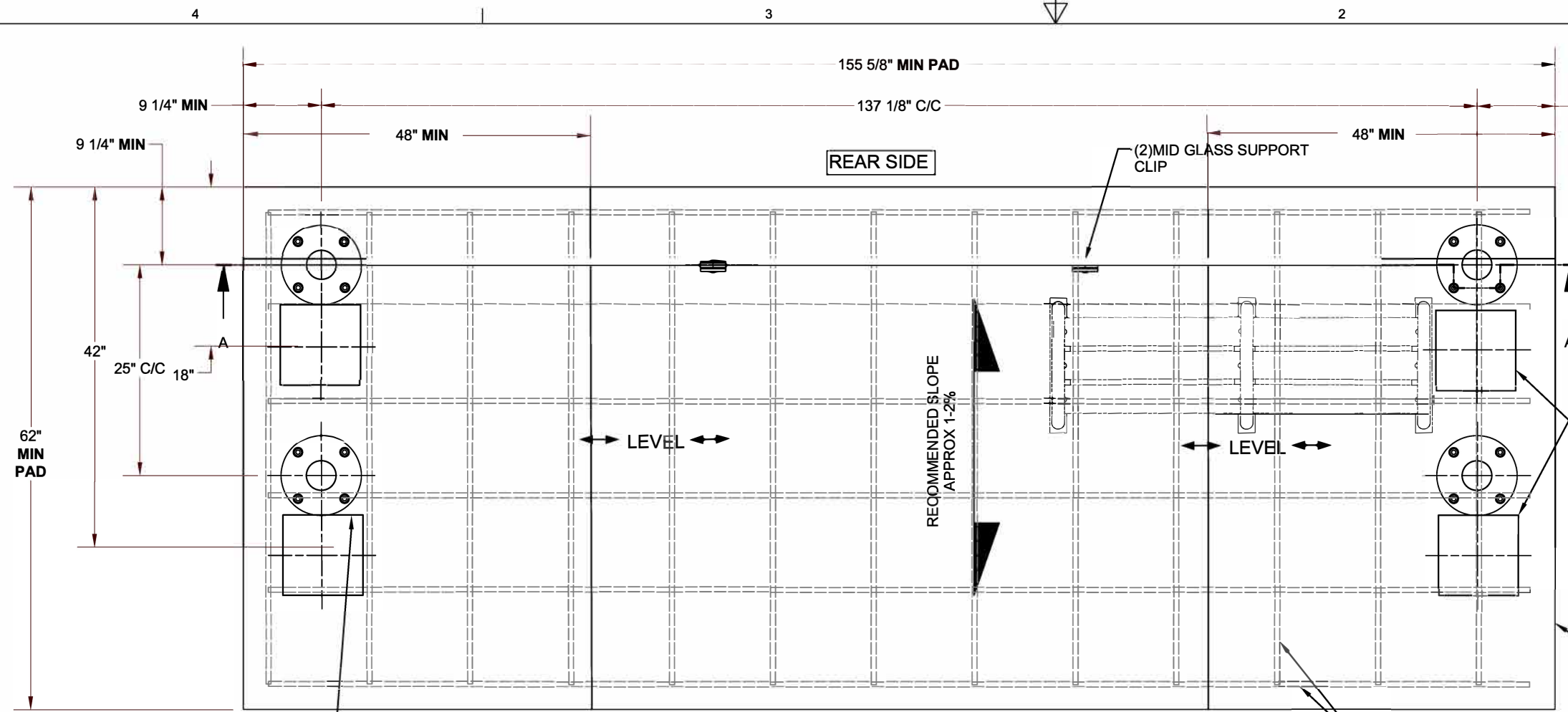
Exhibit D - Supplemental Documents (City of Cambridge Ordinances & Programs)

1. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program
2. Minority/Women Business Enterprise Programs
3. Cambridge Responsible Employer Plan.
4. Cambridge Living Wage Ordinance

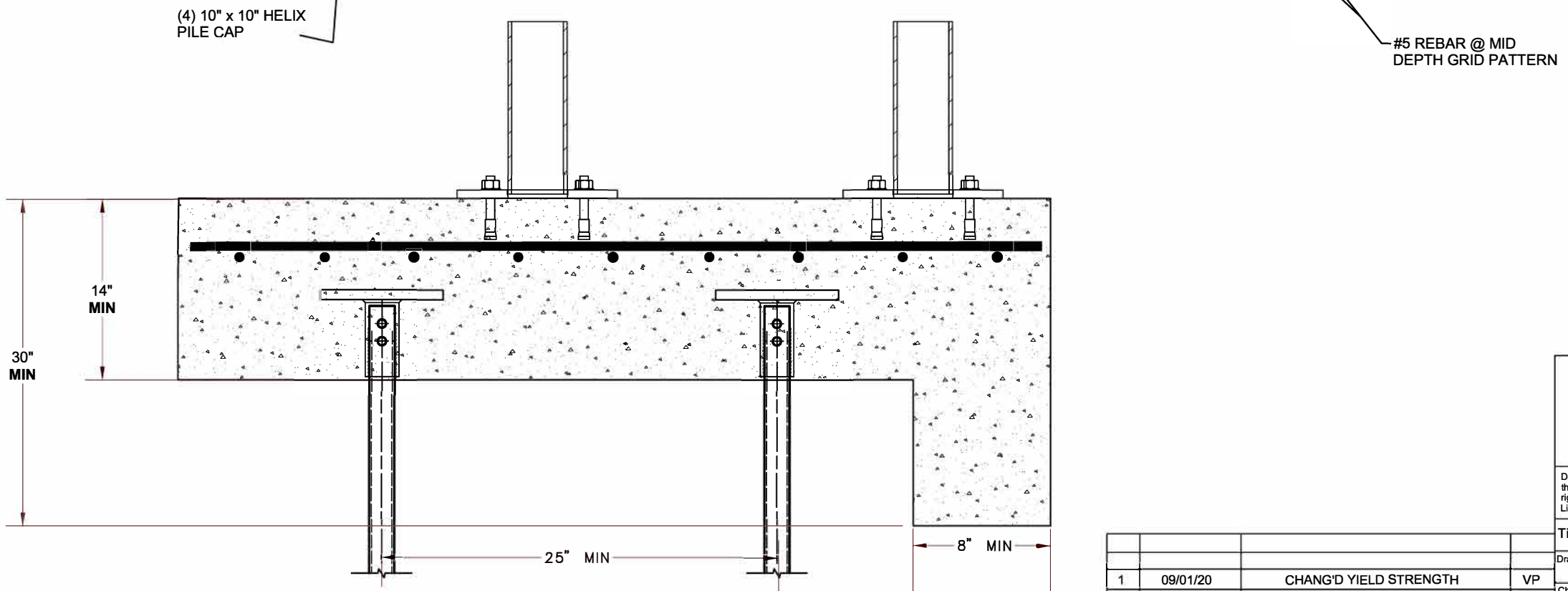
Your solicitation should include the labor harmony and OSHA training certifications discussed in the previous chapter and the prevailing wage rate sheet for the project.

No less than the prevailing wage rates as set forth in the schedule contained in the Contract Documents must be paid on this project.

Exhibit A - Engineering Drawings



- GENERAL NOTES:**
- CONCRETE PAD SHALL BE 3 ksi; 5-8% AIR
 - SLOPE NOT TO EXCEED A LEVEL DEVIATION OF 3in AT THE CORNER POST LOACTIONS FOR WHICH WILL MAX OUT THE SHELTER LEVELLING CAPABILITIES
 - BROOM FINISH
 - ALL REINFORCING SHALL HAVE A MINIMUM YIELD STRENGTH OF 36 ksi. ALL CONCRETE WORK IN ACCORDANCE WITH ACI 318-11, IBC 2015/ASCE-7-10



Cambridge Redevelopment Authority
 Project: 4'x12' Avanti Canopy Shelter
 Location: 500 Main St.
 Cambridge, MA 02142 US

Daytech Limited
 70 Disco Road, Suite #101
 Toronto ON M9W 1L9
 CANADA
 Tel: (416) 675-1195
 Fax: (416) 675-7183
 Toll Free: 1-877-DAY-1907

Daytech Limited will not be held responsible for any measurements or details affecting work other than its own or any errors occurring due to the use of these drawings by parties other than the intended recipients. These drawings remain the property of Daytech Limited, and all rights pertaining to reproduction and dissemination, in part or as a whole, by electronic or any other means, are strictly reserved by Daytech Limited.

Title AVANTI CANOPY CONCRETE PAD (2x12 FOOTPRINT 4x12 O/ALL			
Drawn By	Date Drawn	Drawing No.	Project No.
EP	01/1/2021	4872-00_CONC	CAMBRIDGE REDEVELOPMENT AGENCY
Checked By	Scale		
	NTS		

No.	Date	Revision Description	By
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4

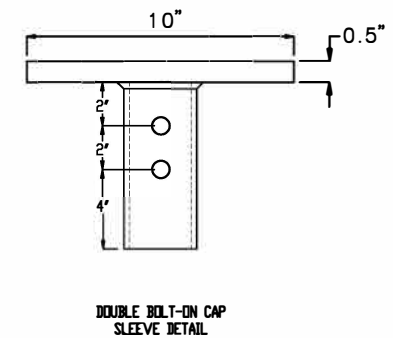
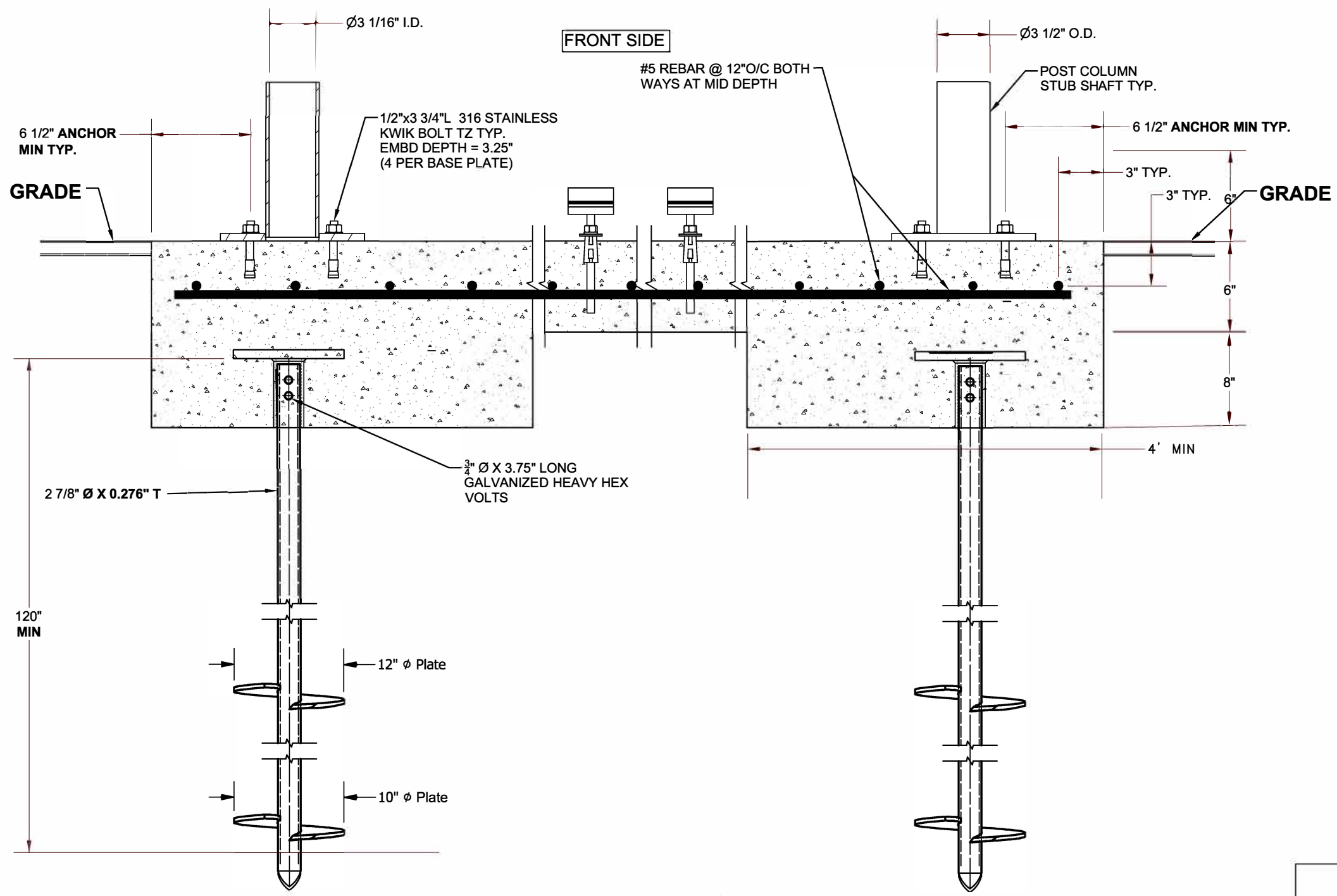
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GENERAL NOTES:

- CONCRETE PAD SHALL BE 3 ksi; 5-8% AIR
- SLOPE NOT TO EXCEED A LEVEL DEVIATION OF 3in AT THE CORNER POST LOACTIONS FOR WHICH WILL MAX OUT THE SHELTER LEVELLING CAPABILITIES
- BROOM FINISH
- ALL REINFORCING SHALL HAVE A MINIMUM YIELD STRENGTH OF 36 ksi. ALL CONCRETE WORK IN ACCORDANCE WITH ACI 318-11, IBC 2015/ASCE-7-10



Cambridge Redevelopment Authority
 Project: 4'x12' Avanti Canopy Shelter
 Location: 500 Main St.
 Cambridge, MA 02142 US



Daytech Limited
 70 Disco Road, Suite #101
 Toronto ON M9W 1L9
 CANADA
 Tel: (416) 675-1195
 Fax: (416) 675-7183
 Toll Free: 1-877-DAY-1907
 www.daytechlimited.com

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Title AVANTI CANOPY CONCRETE PAD (2x12 FOOTPRINT 4x12 O/ALL)				
Drawn By EP	Date Drawn 01/11/2021	Drawing No. 4872-00_CONC	Project No. CAMBRIDGE REDEVELOPMENT AGENCY	
Checked By	Scale NTS			

No.	Date	Revision Description	By
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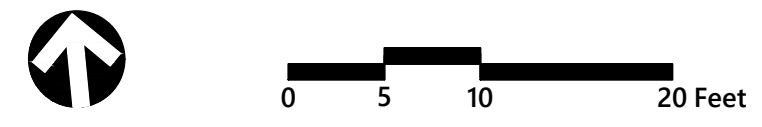
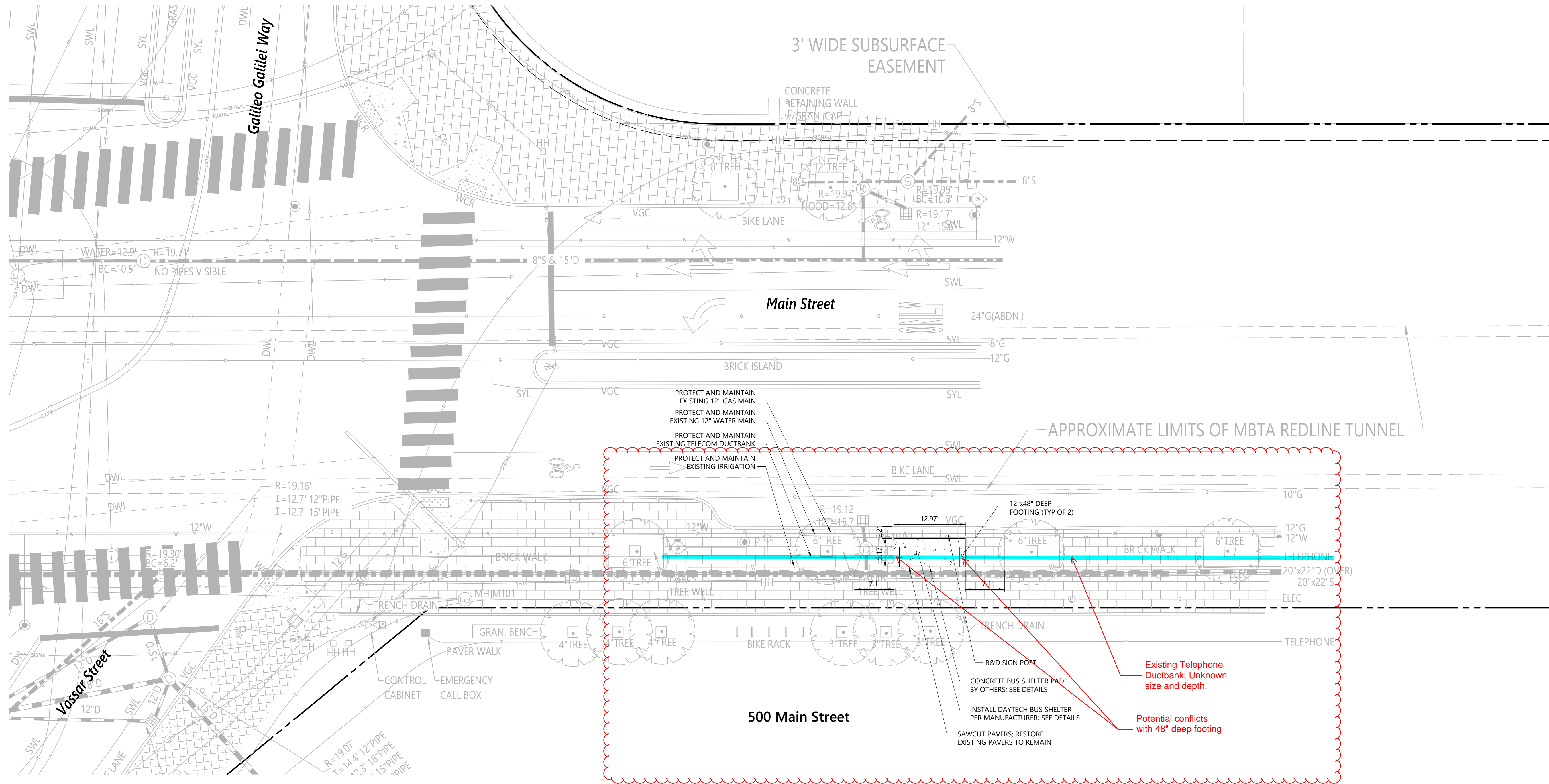
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Exhibit B – Site Plan



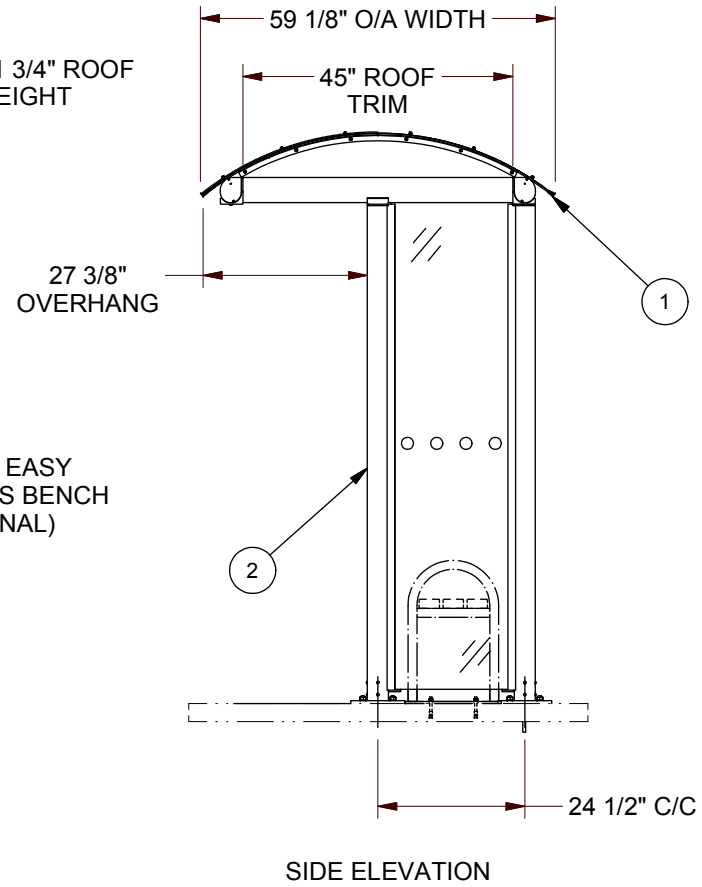
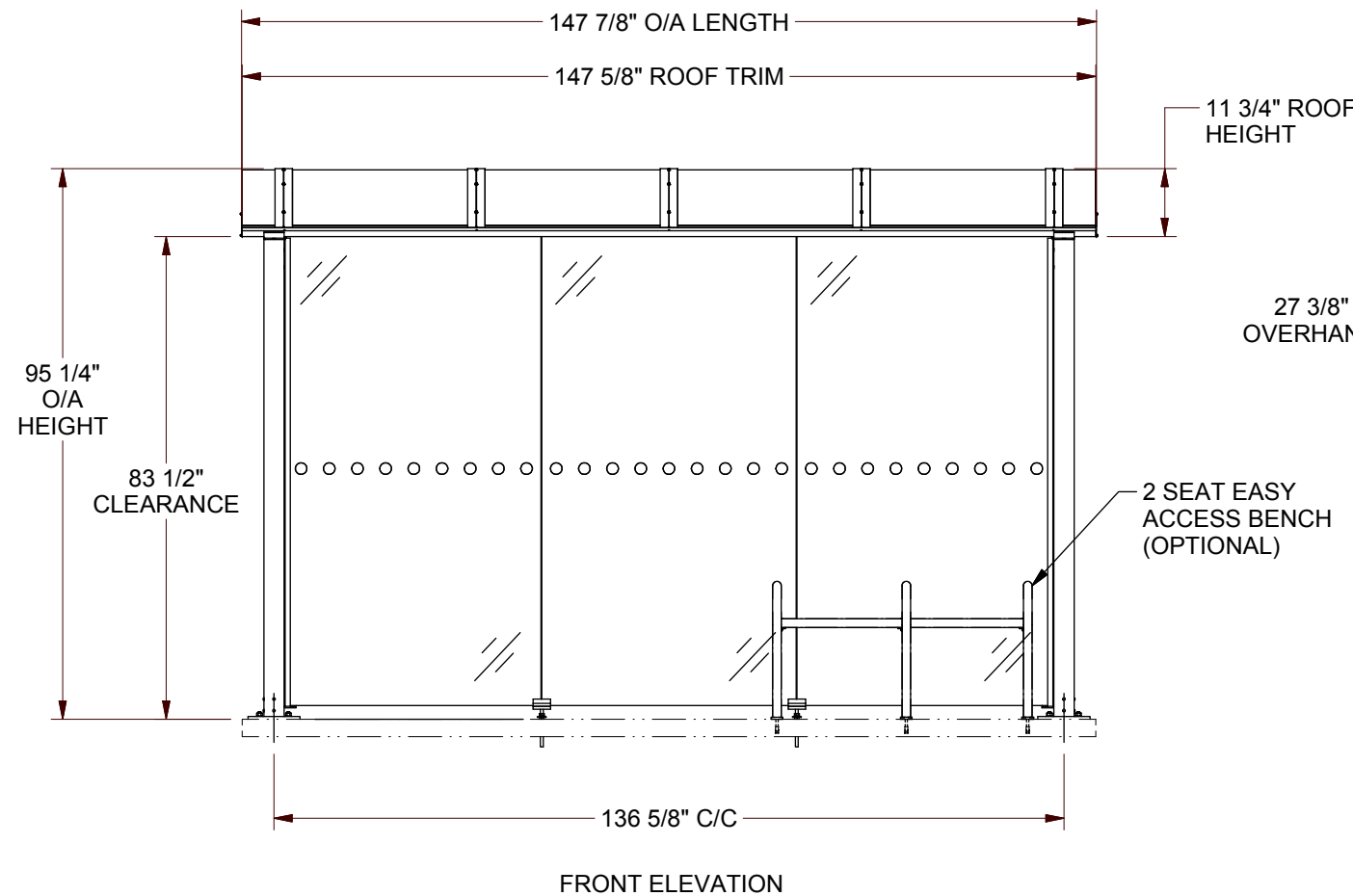
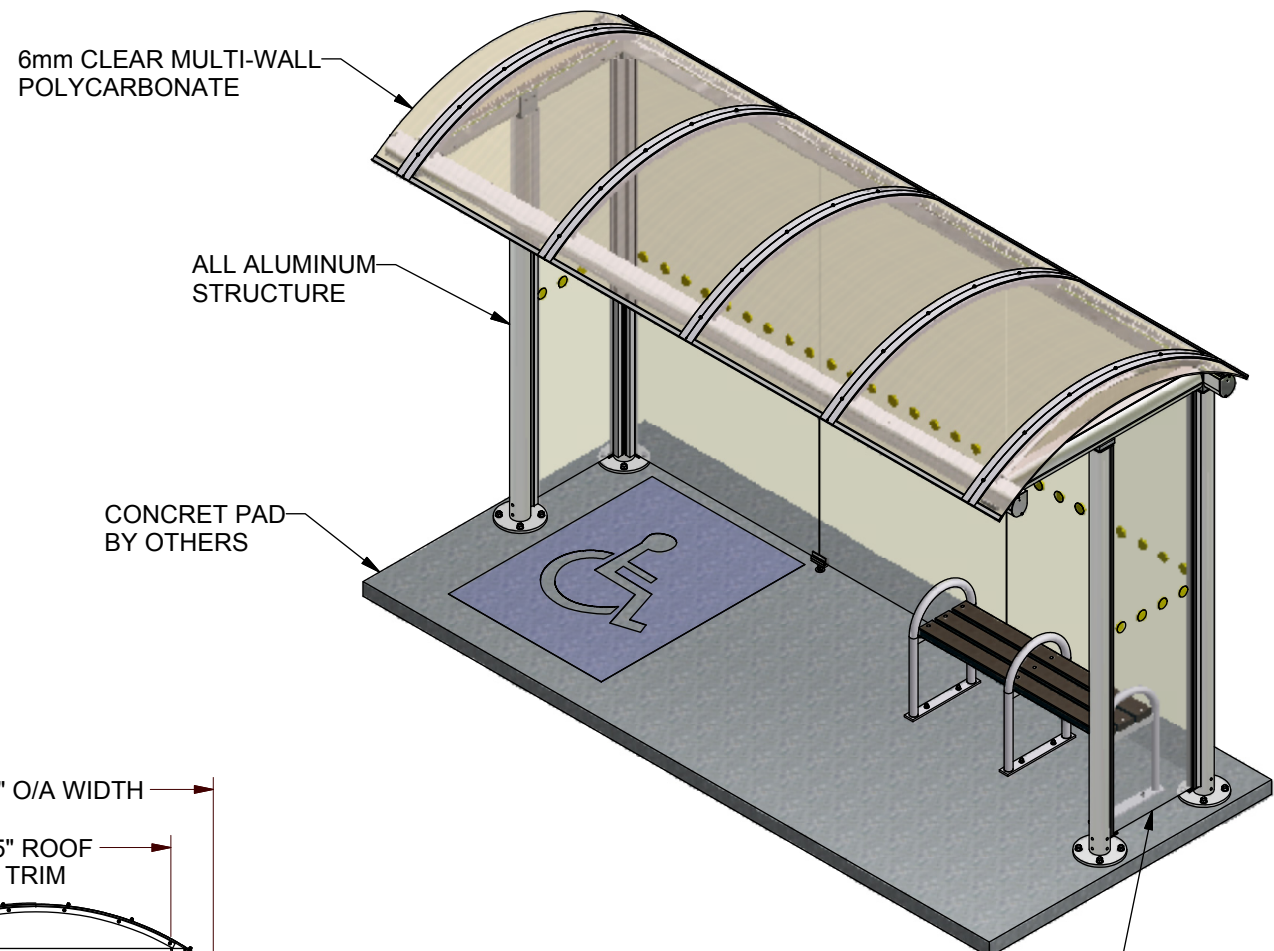
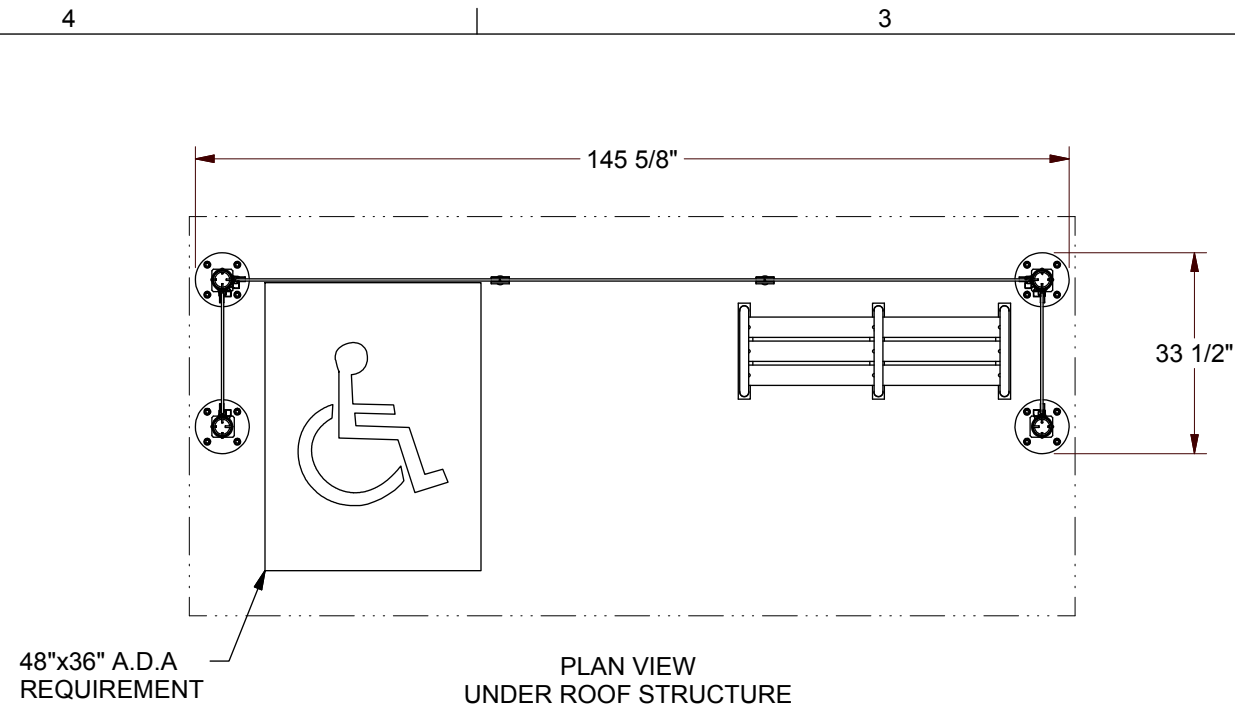
Bus Shelter Pad
500 Main Street
Cambridge, Massachusetts

No.	Revision	Date	Aspd.

Designed by **JEM** Checked by **RMD**
 Issued for _____ Date _____
 Apr. 24, 2020

Not Approved for Construction
 Drawing Title
Site Plan

Exhibit C – Avanti Canopy Bus Shelter



NOTES:
 -GLASS AS PER SPEC
 -COLOUR AS PER WORK ORDER
 -ALL STAINLESS STEEL FASTENERS USED



Daytech Limited
 70 Disco Road, Suite #101
 Toronto ON M9W 1L9
 CANADA
 Tel: (416) 675-1195
 Fax: (416) 675-7183
 Toll Free: 1-877-DAY-1907

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Title AVANTI CANOPY SHELTER 2x12 FOOTPRINT 4x12 O/ALL

Drawn By EP	Date Drawn 12/13/2007	Drawing No. 4872-00	Project No.
Checked By	Scale NTS		

No.	Date	Revision Description	By

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SECTION 00211

CAMBRIDGE RESPONSIBLE EMPLOYER PLAN

ORDINANCE NUMBER 1260

Final Publication Number 2965. First Publication in the Chronicle on July 31, 2002.

City of Cambridge

In the Year Two Thousand and Two

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge as follows:

That Title 2 of the Municipal Code entitled “Administration and Personnel” be amended in Chapter 2.66 entitled “Cambridge Employment Plan” by striking out Section 2.66.080 entitled “Contractor qualifications and sanctions” and substituting in place thereof the following new section.

Section 2.66.080 Contractor qualifications and sanctions.

- A. All bidders and all subcontractors under the bidder for projects subject to G.L. c. 149, §44A(2) and G.L. c 30 §39M shall, as a condition for bidding, agree in writing that they shall comply with the following obligations:
1. The bidder and all subcontractors under the bidder shall comply with the Cambridge Employment Plan as it currently exists and as it may, from time to time, be amended, and specifically shall comply with the worker hours requirements of Section 2.66.060(A).
 2. The bidder and all subcontractors under the bidder must comply with the obligations established under G.L. c. 149 and G.L. c 30 §39M to pay the appropriate lawful prevailing wage rates to their employees.
 3. ~~The bidder and all subcontractors under the bidder must maintain or participate in a bona fide apprentice training program as defined by c. 23, §§11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract.~~

4. The bidder and all subcontractors under the bidder must furnish, at their expense, hospitalization and medical benefits for all their employees employed on the project and/or coverage at least comparable in value to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by G.L. c. 149, §26 and G.L. c 30 §39M in establishing minimum wage rates.
 5. The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with G.L. c. 152.
 6. The bidder and all subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding in accordance with G.L. c. 149, §148B and G.L. c 30 §39M.
- B. All bidders and subcontractors under the bidder who are awarded or who otherwise obtain contracts on projects subject to G.L. c. 149, §44A(2) and G.L. c 30 §39M shall comply with the obligations numbered 1 through 6 as set forth in subsection A of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.
- C. Any bidder or subcontractor under the bidder who fails to comply with any one of obligations 1 through 6 as set forth in subsection A of this section for any period of time shall be, at the sole discretion of the City Manager, subject to one or more of the following sanctions: (1) cessation of work on the project until compliance is obtained; (2) withholding of payment due under any contract or subcontract until compliance is obtained; (3) permanent removal from any further work on the project; (4) liquidated damages payable to the City in the amount of five percent of the dollar value of the contract.
- D. In addition to the sanctions outlined in subsection C of this section, a general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c. 149, §44F and G.L. c 30 §39M. Any contractor or subcontractor who has been determined to have violated any of the obligations set forth in subsections A and B of this section shall be barred from performing any work on any future projects for six months for a first violation, for three years for a second violation, and permanently for a third violation.
- E. The provisions of this section shall not apply to construction projects for which the low general bid was less than one hundred thousand dollars or to work performed pursuant to subcontracts that are subject to G.L. c. 149, §44F and G.L. c 30 §39M and that were bid for less than twenty-five thousand dollars, or to re-bids for construction projects for which the City receives

fewer than three qualified general contract bidders in the original bid. (Ord. 1162, 1995)

In City Council September 9, 2002.
Passed to be ordained.
Yeas 8; Nays 0; Absent 1.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

END OF SECTION 00211

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ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

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, but does not include a Covered Building Services Employer.

(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, other than a Covered Building Service Employee, 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.

(j) **“Covered Building Service Employee”** means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) **“Building Services” or “Building Service Work”** means work performed in connection with the cleaning of buildings and security guard services.

(l) **“Covered Building Service Contract”** means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) **“Covered Building Service Contractor” or “Covered Building Service Employer”** means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) **“Standard Compensation”** has the meaning stated in Section 2.121.040.

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 “Standard Compensation”

(a) **Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) **Standard Compensation** shall include the standard hourly rate of pay for the relevant

classification.

(c) Amount. (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as

determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 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. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(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.

2.121.060 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.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service 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 and notice of the Standard Compensation 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, or a Covered Building Service Contract, 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 or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service 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.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor .

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 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)(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.

2.121.090 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.

2.121.100 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.

2.121.110 Effective Date.

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

In City Council December 21, 2015.
Passed to be ordained by a ye and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For calendar year 2019 the CPI-U increased by 1.91% Therefore the new living wage, as of March 1, 2020 is \$16.46.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Cambridge Redvelopment Authority
Contract Number: **City/Town:** CAMBRIDGE
Description of Work: Receive the delivery of, assemble, and install an Avanti Canopy Bus Shelter to be order by the CRA from Daytech Limited (Shelter). The installation will require a monolithic concrete pad to be poured.
Job Location: 500 Main Street, Cambridge, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

BOND

Civil & Utility

March 10, 2021

Cambridge Redevelopment Authority
255 Main St, 8th Floor
Cambridge, MA 02142

Attn: Carlos Peralta

Subject: 500 Main St Bus Shelter Installation

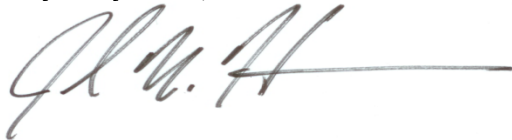
Dear Mr. Peralta,

We appreciate the opportunity to provide lump sum pricing on this project.

Our total price for the above referenced project is \$32,046.00

Please do not hesitate to contact me to discuss this proposal in any detail. We look forward to working with you further on this project.

Very Truly Yours,



John M. Harmon

BOND

John Harmon
Project Executive
Civil & Utility Division
617.394.6295 direct
617.438.8530 mobile
jharmon@bond-civilutility.com

**BOND Civil & Utility
Construction, Inc.**
10 Cabot Road, Suite 300
Medford, MA 02155
phone 617.387.3400
web bond-civilutility.com

Scope of Work

1. Procure city of Cambridge DPW permits only for this scope of work
2. Furnish performance bond in the amount of 50% of the contract sum upon notification of successful bidder
3. F&I chain link fencing around perimeter of work zone.
4. Remove existing brick pavers within footprint of new bus shelter pad only
5. Vacuum excavation for preclear of 4 ea helical pile locations to verify no existing utility obstructions
6. F&I 4ea helical piles at locations, and at sizes shown on the engineering dwgs to a depth of 10', inclusive of PE stamped helical pile design submittal
7. Excavation of soils as required to depths as shown on engineering drawings for install of bus shelter pad
8. F&I all formwork, rebar, concrete to construct the CIP pad as shown on the engineering drawings
9. Coordinate with CRA for delivery, acceptance and assembly/installation of Avanti Canopy Bus Shelter from Daytech Limited
10. Restoration/reset brick at limits of disturbance
11. T&D of surplus excavated soils as clean/unregulated < RCS1 material

Documents Received

1. Request for Written Responses Bus Shelter Installation 500 Main Street document dated 2/24/2021, inclusive of:
 - a. Exhibit A- Engineering Drawings
 - b. Exhibit B- Site Plan
 - c. Exhibit C- Avanti Canopy Bus Shelter
 - d. Exhibit D- Supplemental Documents (City of Cambridge Ordinances & Programs)
2. Addendum #1 issued 3/5/2021

Clarifications/Qualifications

1. This proposal is subject to the execution of a mutually agreeable contract that provides reasonable terms and conditions, including a mutually agreeable schedule for BOND's work, terms permitting BOND the right to equitable time and cost relief for circumstances beyond its reasonable control, waiver of liquidated and consequential damages, and provisions for builder's/all risk insurance coverage for BOND's work and a standard waiver of subrogation.
2. Our pricing and schedule proposal and assumptions include compliance with current COVID regulations. We exclude time and cost impacts arising from potential new/updated COVID-19 Pandemic criteria and related issues. These time and cost impacts are expressly reserved, and may include, but are not limited to, schedule delays, productivity impacts, unanticipated cost increases and

escalation, workforce and labor availability issues, new worksite and safety mandates, supply chain impacts, and impacts related to the manufacture and transportation of key materials and equipment.

3. Pricing is based upon utilizing machine excavation under close supervision.
4. Pricing is based upon a normal Mon-Fri 8 Hour Day work schedule.
5. Sales Tax is not included in this proposal.
6. Pricing assumes full scope of work will take place in 2021

Exclusions

1. Trench permit/sidewalk obstruction permit only is included, all other permits and fees, including building permit, excluded
2. 3rd Party QA/QC Inspections and testing fees.
3. Premium time, overtime, shift work and abbreviated work shifts.
4. Removal/replacement of concrete or asphalt brick paver base slab, if encountered
5. Winter conditions have not been contemplated and their associated costs have not been factored into this proposal.
6. Conduit or utility feeds to bus shelter
7. Work not shown on the drawings. A contingency for this is not included.
8. Cambridge Police Details
9. Handling, removal and disposal of contaminated and/or hazardous materials of any kind, including asbestos, if encountered.
10. LSP or industrial hygienist services, soil testing or pre-characterization
11. Rock and/or ledge excavation and removal
12. Purchase cost of the bus shelter structure itself

KSTEP Funding Proposal Form

Date Submitted: February 5th, 2020
Project Name: Kendall Square Bus Shelter Funding
Implementing Partner: Cambridge Redevelopment Authority
Primary Contact: Alexandra Levering

I. PROJECT DESCRIPTION

To fund the purchase, delivery and installation of a bus shelter at 500 Main Street.

II. INVESTMENT JUSTIFICATION

Bus shelters are an essential part of any successful urban mass-transit system. Shelters increase visibility and access to the bus, increases riders' comfort, especially during inclement weather, and creates space to provide route information.

The location at 500 Main Street was selected for three reasons. The site location is large enough for a shelter, the stop will serve two bus routes, the EZRide and the MIT Tech Shuttle, and the stop was the 5th most used pickup location for EZRide, excluding North Station.

III. KEY ASSUMPTIONS & POTENTIAL RISKS

That an agreement to maintain new shelters can be established.

IV. REFERENCE DOCUMENTS & LINKS

- Transport Kendall - www.transportkendall.org
- EZRide www.charlesrivertma.org
- Kendall Square Mobility Task Force - www.cambridgema.gov/CDD/Projects/Transportation/kendallsquaremobilitytaskforce

V. LONG-TERM FINANCIAL SUSTAINABILITY

Once installed, a bus shelter needs little investment besides routine trash removal, snow clearing and cleaning. Minor repairs may be needed over time. Shelters typically have a life span of 20 years.

VI. TIMELINE

ACTIVITY	PROJECTED DATE
KSTEP Governance Committee Review and approval	1/24/2020 – 2/07/2020
Funding proposal refinement	1/24/2020 - 2/11/2020
Approval by CRA Board & City Manager	2/12/2020 - 2/14/2020
Complete Bus Shelter Design & Installation Plan	3/16/2020
Order Shelter (8-10 weeks for fabrication and delivery)	3/16/2020 - 5/25/2020
Sidewalk Foundation Installation	5/18/2020 - 5/22/2020
Installation	5/25/2020

VII. BUDGET & SCOPE

Included in Scope

To design, purchase and install a bus shelter and concrete pad, with a small maintenance reserve. Signage clarifying the shelter is not an MBTA stop will be provided, with approval from MBTA Wayfinding.

ITEM DESCRIPTION	PRICE
KSTEP ITEMS	
Design of Bus Shelter Plan	\$5,000
Furnishing Daytech Bus Shelter – Avanti Transit Shelter & Bench	\$7,845
Freight to Site (<i>estimated</i>)	\$1,395
Installation of Bus Shelter	
- Labor	\$20,000
- Forklift	\$3,000
Monolithic Concrete Pad (75sf @ 6")	
- Concrete and Labor	\$6,000
- Excavation	\$6,500
Signage	
- Post & Sign	\$75
- Installation	\$300
Maintenance Reserve	\$5,000
10% Contingency	\$5,485
TOTAL	\$60,600
ITEMS FUNDED BY OTHER SOURCES	
TOTAL	\$0
OVERALL TOTAL	\$ 60,600

ITEMS EXCLUDED FROM SCOPE / ADDITIONAL RESOURCE NEEDS

Regular maintenance needs such as trash removal, snow clearing and shelter cleaning. Conversations with MIT to provide routine maintenance are underway.

III. PROJECT MANAGEMENT

Team Members	Project Responsibilities
CRA	Implementing Partner
City of Cambridge	Project Oversight

External Partners	Project Responsibilities
Property Abutter - MIT	Potential partner for routine maintenance

IX. IMPLEMENTING PARTNER AUTHORIZATION

ORGANIZATION: Cambridge Redevelopment Authority
 NAME: Thomas Evans
 SIGNATURE: *[Signature]*
 TITLE: Executive Director
 DATE: 2-5-20

X. APPENDIX

- Exhibit A: Daytech Avanti canopy shelter design and specifications.
- Exhibit B: Itemized Shelter Maintenance and Replacement List

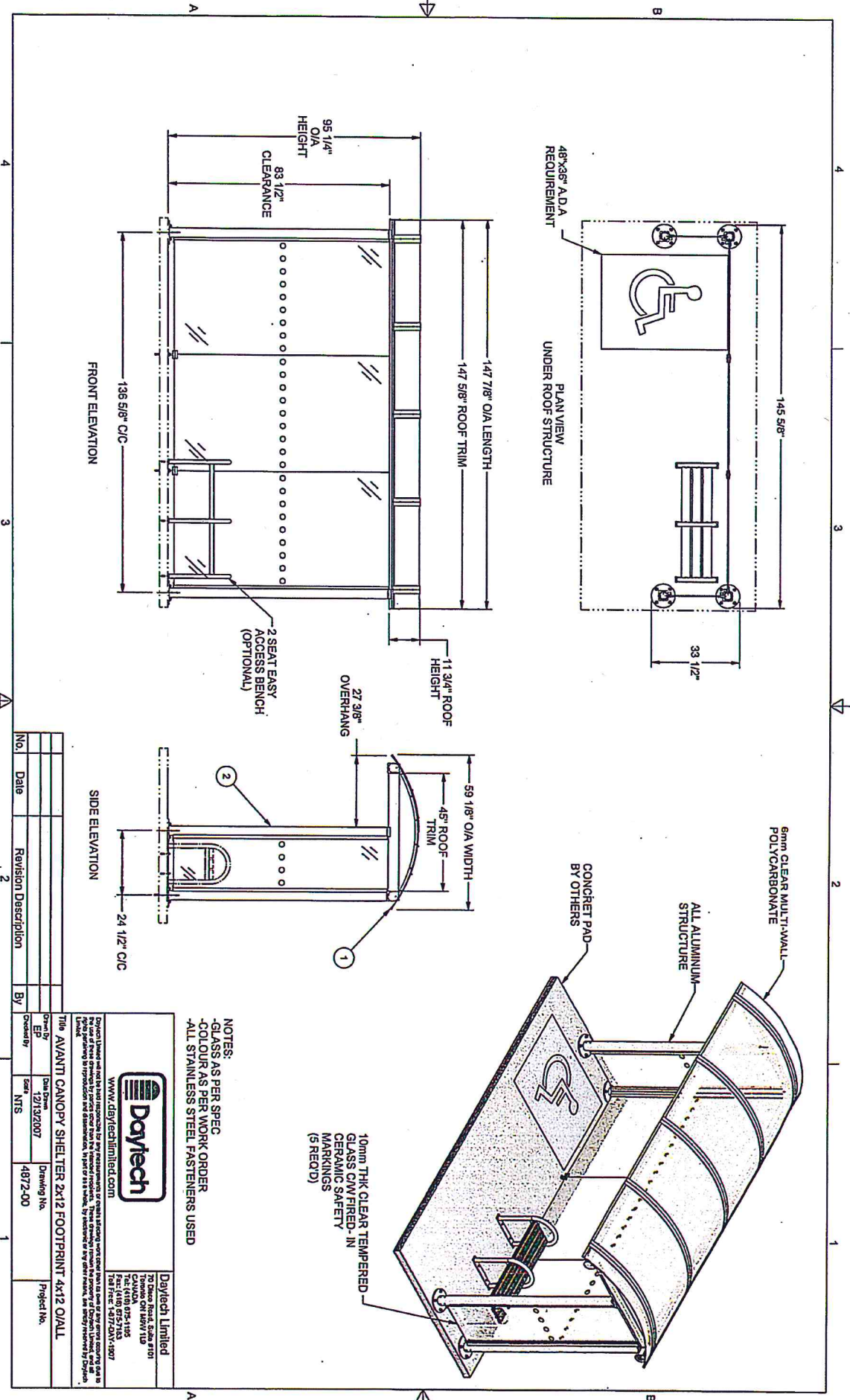
APPROVALS

CAMBRIDGE REDEVELOPMENT AUTHORITY

BY: *[Signature]*
 NAME: KATHLEEN L. BORN
 TITLE: Chair
 DATE: 7/14/2020

CAMBRIDGE CITY MANAGER

BY: *[Signature]*
 NAME: Louis B. Poyark
 DATE: 9/9/20



No.	Date	Revision Description	By

Title: AVANTI CANOPY SHELTER 2x12 FOOTPRINT 4x12 OVAL
 Drawn By: EP
 Date: 12/13/2007
 Drawing No.: 4872-00
 Project No.:
 Checked By: NTS
 Scale: 1:1

Daytech
 www.daytechlimited.com
 10000 Highway 71A
 Unit 10
 Cambridge, ON N3R 1Y5
 Tel: (416) 652-7183
 Fax: (416) 652-7183
 Toll Free: 1-877-DAYV-1807

NOTES:
 -GLASS AS PER SPEC
 -COLOUR AS PER WORK ORDER
 -ALL STAINLESS STEEL FASTENERS USED

10mm THK CLEAR TEMPERED
 GLASS CW/FIRED-IN
 CERAMIC SAFETY
 MARKINGS
 (5 REDD)



Daytech Limited
70 Disco Road
Toronto, ON M9W 1L9

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November 5, 2019

Alexandra Levering
Cambridge Redevelopment Authority
255 Main St, 8th Floor
Cambridge, MA 02142

Tel 617.492.6800
Email alevering@cambridgeredevelopment.org

Quotation # 19-4962
Pedestrian Bus Shelter
City of Cambridge MA | 88 Ames St

Thank you for your inquiry. We are pleased to provide our quote to supply several **Pedestrian Bus Shelters** for this project.

Daytech is one of North America's leading manufacturers of transit shelters, bicycle shelters kiosks, street furniture and related signage. We have well over 70,000 products installed in every corner of the continent, many in New England.

We quote as follows;

Item 1: BBC04X12N 'Avanti' Dome Roof Transit Shelter, 4' x 12'

- Canopy style layout shelter, open front with narrow side walls
 - Nominal roof size: 4' x 12'
 - Nominal footprint: 2' x 12'
- Per Daytech drawing # 4872-00 attached
- Overhanging dome roof composed of aluminum roof ribs and 1/4" (6mm) clear multiwall polycarbonate sheet
- Roof frame featuring 3 way keyed corners with 4" deep sockets for corner post
- Glazing channel with integral gasket in underside of roof framework, and pressure-fit glazing on vertical posts for fast, easy installation and elimination of exposed fasteners
- Wall panels including;
 - 3/8" (10mm) thick tempered safety glass with fired-in safety, "2-inch Yellow Dots" graphics
 - Back wall and partial side walls
- Surface mounted on adjustable aluminum levelling feet, 3" adjustment
- Aluminum extrusion framework with Daytech premium polyester powder coat finish
 - Standard Daytech color: ~~silver, jet black or dark brown~~
 - Preparation and paint to meet AAMA-2603-2 specifications
 - Optional: other colors can be supplied at additional cost. Please specify RAL color code.



Daytech Limited
70 Disco Road
Toronto, ON M9W 1L9

Tel: (416) 675-1195 Fax: (416) 675-7183
www.daytechlimited.com

Quote 19-4962 Cambridge Redevelopment Authority / Cambridge MA / Pedestrian bus shelters
Page 3

General Terms and Conditions

1. Daytech shelters are factory prefabricated to customer order and specification, crated and shipped in "knock down" condition, with all necessary hardware and instructions for installation on a prepared concrete pad using standard tools and equipment. Roof ships fully assembled.
2. The following items are **not included** and will be provided by purchaser if required;
 - a. Design and supply of a suitable monolithic concrete pad. Minimum pad size should be (shelter length + 18") x (shelter width + 18") x 6" minimum thickness. Asphalt or brick pavers are not recommended surfaces.
 - b. Offloading from truck
 - c. Installation (and electrical connection if required)
 - d. Custom paint colors
 - e. Permits of any kind (ie. building, installation, road occupancy)
 - f. Extended warranty
 - g. Final assembly
3. Prices quoted are firm for 60 days, unless otherwise noted, and are subject to reconfirmation thereafter.
4. Shop drawings are provided for approval within 10 days of order.
5. There will be an extra charge if stamped professional engineers drawings are required.
6. Standard payment terms: **50% deposit with order, balance due Net 30 days from shipment.** Subject to credit approval.
7. All taxes extra.
8. Prices are in US \$ dollars.
9. Purchaser to remit any taxes, if applicable.
10. Prices quoted are firm for 60 days, unless otherwise noted, and are subject to reconfirmation thereafter.
11. Prices quoted valid for shipment through Apr 30, 2020 and subject to change thereafter.
12. Warranty: All Daytech products are covered by Daytech's standard 1-year limited warranty against manufacturing defects and workmanship. Please see attached warranty agreement.
13. Current estimated delivery is approximately **(10) to (12) weeks** after receipt of written purchase order, deposit payment, drawing & color approval, and is subject to confirmation at time of order.

If you have any questions or concerns, please do not hesitate to contact me.

Regards,

John Duthie
VP sales and marketing

☎ 416. 675.1195 x-240 | toll-free 877.329.1907
Email jduthie@daytechlimited.com