November 2026

INVITATION FOR BIDS

Flagship Wharf Bulkhead Repairs Construction

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Boston Redevelopment Authority D/B/A Boston Planning & Development Agency) One City Hall Square | Boston, MA 02201

INVITATION FOR BIDS (IFB)

Flagship Wharf Bulkhead Repairs Construction
Boston Redevelopment Authority

Project Summary
Flagship Wharf (the "Wharf") is used year-round as a key part of the City's waterfront recreation and transportation networks. The Wharf hardens the Harbor's edge with masonry and steel retaining walls to prevent filled land from eroding and provide for public use. Segments of the Flagship Wharf bulkhead and seawall are disjointed, interrupted by piers, constructed at different times. The wharf has currently weathered by the marine environment past its useful service life and requires rehabilitative action to prevent its failure.

IFB Schedule

Action	Dates
Issue Date	November 16, 2026
Pre-Submission Conference (In Person/Onsite)	December 1, 2026 at 10:00AM
Deadline for General Contractor Questions	December 8, 2026
BPDA Response to General Contractor Questions	December 15, 2026
General Bids Due	January 7, 2027

IFB Availability
This IFB package will be available to download on the City of Boston Planning Deapartment Procurement Portal free of charge in digital print form to all interested bidders on **November 16, 2026** at **9:00 A.M.** at https://www.bostonplans.org/procurement/procurement-portal.

Contact Information
Ilana Haimes
ilana.haimes@boston.gov

INVITATION FOR BIDS (IFB)

Submission Requirements

All responses to this IFB must be returned no later than **12:00 P.M. (Noon)** on **January 7, 2027**. Complete submissions, including each separate sealed envelope, should be addressed as follows:

FROM: Bidder's name and address

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
12 Channel Street Suite 901
Boston, MA 02210

RE: Written Response to IFB for **Flagship Wharf Bulkhead Repairs Construction**

Please take note of our new address. Respondents can take the elevator to the 9th floor and place bids in the Bid Box.

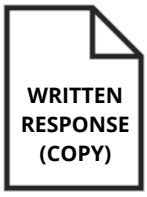
Written Response Requirements

Envelope 1: Written Response

One (1) hard copy (printed) of the original Technical Proposal (with ink signature)



One (1) hard copy (printed) of the Technical Proposal



One (1) USB drive with an electronic copy of the Technical Proposal



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01 PROJECT DESCRIPTION

Introduction

Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA"), hereby invites sealed competitive bids pursuant to the governing laws of the State of Massachusetts, as more particularly provided under Chapter 30 §39M, as may be amended, and shall be in accordance with the terms and provisions of the resulting contract to this **Invitation For Bids ("IFB")** entitled **Flagship Wharf Bulkhead Repairs Construction** (the "Project") located at **Flagship Avenue Charlestown, MA, 02129**.

Background and Purpose

Located in the Charlestown Navy Yard ("CNY") within the Shipyard Park Waterfront, Flagship Wharf was acquired by the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency ("BPDA") in the 1970s. Flagship Wharf (the "Wharf") hardens the Harbor's edge from Drydock No. 2 eastward to Pier 6 with masonry and steel retaining walls that support the Harborwalk for public use.

Segments of the Wharf supporting the Harborwalk alternate between steel bulkhead and masonry seawall, with their alignment disjointed at Piers 4 and 5, due to being constructed at different periods of time. The Wharf also includes a section supported by concrete piles. These structural elements have been determined by past investigation and assessment to have weathered the marine environment past their useful service life and now require rehabilitative action in order to prevent their failure.

Recent improvements to the area include restoration of Pier 4's 423 piles to their full structural capacity and Timber Boardwalk Replacement at Drydock 2.

The purpose of this project is to replace and repair critical waterfront infrastructure and provide continuous access to the Boston Harbor waterfront for the public.

The design of the proposed Wharf repairs and replacement construction documents and cost estimates were prepared by GEI in accordance with the scope of the design contract authorized by the BPDA Board on September 18, 2025.

Estimated Project Value

The estimated cost of construction for this project is approximately **Three Million Dollars and Zero Cents ($3,000,000.00).** The BPDA acknowledges the actual construction cost is dependent upon market factors at the time of bid and may vary from the initial estimate.

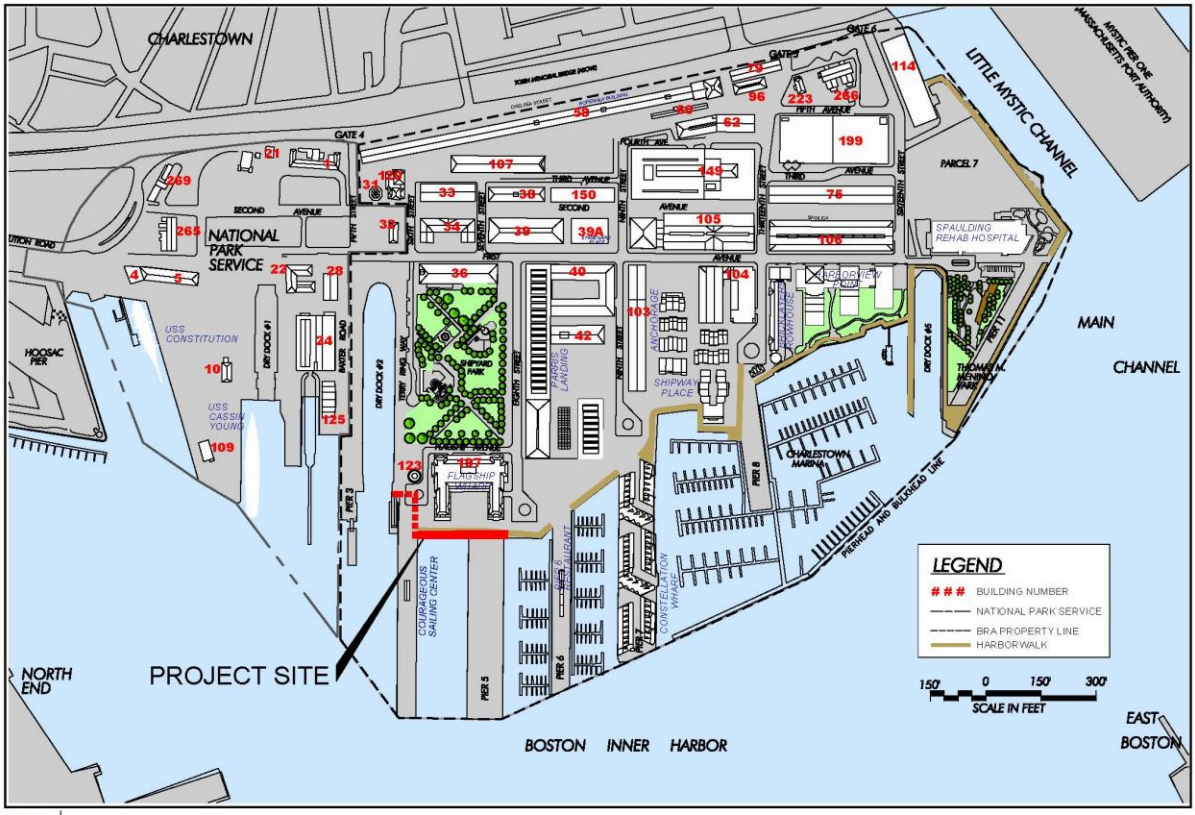
Schedule of Work

Project work shall commence immediately upon the issuance of a notice to proceed (the "Notice to Proceed"). The Project shall reach substantial completion ("Substantial Completion") on or before **456 days** or **15 months** from Notice to Proceed and Final completion ("Final Completion") on or before **548 days** or **18 months** from Notice to Proceed.

Liquidated Damages

Liquidated damages in the amount of **One Thousand Two Hundred Dollars ($1,200.00) per calendar day**, will be applicable for each and every calendar day in completing the work after the date of Substantial Completion, in accordance with the provisions of Article 7 of the General Conditions.

02 PROJECT LOCATION / SITE MAP



City of Boston
Planning Department

A BOSTON REDEVELOPMENT AUTHORITY PROPERTY
REAL ESTATE DIVISION

CHARLESTOWN NAVY YARD
FLAGSHIP WHARF BULKHEAD REPAIRS
APRIL 2025

03 PROJECT SCOPE

Bidders are responsible for studying and reviewing the Construction Plans and Specifications included in Appendix F in detail for their bid. The general scope of the work for the Marine Construction IFB includes:

- Removal of waterfront bulkhead concrete and rebar
- Forming and installation of concrete for new waterfront bulkhead
- Installation of rebar for waterfront bulkhead
- Installation of new waterfront bulkhead sheet piles
- Pile jacketing for pier structure
- Installation of inclusive concrete facade for the new waterfront bulkhead
- Removing the Harborwalk deck
- Installation of new Harborwalk deck
- Installation and maintenance of in-water, marine grade and land sidesediment control measures (i.e. turbidity curtains) during construction
- Traffic and pedestrian control and signage during construction

Please see **Plans and Technical Specifications** in **Appendix F** for more details.

04 PROCUREMENT IFB SCHEDULE

Introduction
The Boston Redevelopment Authority ("BPA") d/b/a Boston Planning & Development Agency ("BPDA"), by its Chief Procurement Officer ("CPO"), invites sealed competitive bids for **Flagship Wharf Bulkhead Repairs Construction** (hereinafter, the "Project").

All bidders must submit their bid in accordance with Massachusetts General Laws M.G.L. c. 30, §39M, as may be amended. Each bidder shall thoroughly examine and familiarize itself with all parts of the IFB and its exhibits. All bids must be submitted on forms supplied by the BPDA and shall be subject to all requirements of the IFB. All bids must be regular in every respect, and no special conditions shall be made or included by the bidder.

IFB Schedule

Action	Dates
Issue Date	November 16, 2026
Pre-Submission Conference (In Person/Onsite)	December 1, 2026 at 10:00AM
Deadline for General Contractor Questions	December 8, 2026
BPDA Response to General Contractor Questions	December 15, 2026
General Bids Due	January 7, 2027

IFB Available: This IFB package will be available to download on the City of Boston Planning Department Procurement Portal free of charge in digital print form to all interested respondents on **November 16, 2026** at **9:00 A.M.** at https://www.bostonplans.org/procurement/procurement-portal. Plan holders shall register by entering the information requested and then follow the prompt to start file download. If unable to access the IFB package through the City of Boston Planning Department Procurement Portal, please contact the City of Boston Planning Department Procurement Office via email at planningprocurement@boston.gov.

Pre-Submission Conference (In-person): All interested bidders are invited to attend a pre-bid conference on **December 1, 2026** at **10:00AM** located at 4 Constellation Wharf (Charlestown Navy Yard Pier 4), Charlestown, MA 02129.

Questions on this IFB: Please submit any and all General Bidder questions by **December 8, 2026** to the City of Boston Planning Department Procurement Office at planningprocurement@boston.gov and Ilana Haimes / Real Estate at ilana.haimes@boston.gov / RealEstateCC@boston.gov. The sites listed in this IFB may be visited by bidders independently; for any questions, please email the Project Manager. General Bidders will receive copies of all questions and responses by **December 15, 2026.** Answers to vendors' questions will be in the form of an addendum to the IFB.

Addenda: All addenda, including the responses to vendors' questions, shall become part of the IFB and all vendors shall be bound by such addenda, whether or not received by the vendors. The BPDA shall not be responsible for, and no bidder may rely upon or use as the basis of a claim against the BPDA, any instruction, information, explanation, clarification, or the like, concerning or relating to the solicitation process rendered in any fashion except as an addendum issued to the IFB.

General Bid Submission: All bids to this IFB must be returned no later than **January 7, 2027 at 12:00 P.M. (noon)**. At this time, bids will be opened and the names of the bidders recorded. Plan holders may register for the bid opening at the following link: **https://www.zoomgov.com/meeting/register/TZ5wC3frRv23g69anuGtaw.** Bids submitted prior to the deadline will be kept unopened and stored securely. Absolutely no bids will be accepted after the due date and time. Complete bids, including each separate sealed envelope, should be addressed as follows:

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
12 Channel Street Suite 901
Boston, MA 02210

Please take note of our new address. Respondents can take the elevator to the 9th floor and place bids in the Bid Box.

Additional Requirements

The bidder is expected to execute the Contract, in substantial accord with the Sample Construction Contract attached hereto as **Appendix A** and to sign the Acknowledgement of Receipt of Sample Construction IFB Contract in **Exhibit G**.

05 SUBMISSION REQUIREMENTS

Bid Submission Requirements Summary
The bid submission consists of one sealed envelope, comprised of the following:

- Envelope 1: Bid submission
    - One (1) original bid submission (printed)
    - One (1) copies of the bid submission (printed)
    - One (1) digital copy of the bid submission (USB drive)

Complete submissions, including each separate sealed envelope, should be clearly labeled and addressed as follows:

FROM: Vendor's name and address

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
12 Channel Street Suite 901
Boston, MA 02210

RE: Bid to IFB for Flagship Wharf Bulkhead Repairs Construction

Please take note of our new address. Respondents can take the elevator to the 9th floor and place bids in the Bid Box.

Bid Submission Requirements
The bid submission consists of the following documents and forms:

1. Evidence of availability of insurance
2. Exhibit A. Statement of Bidders' Qualifications
3. Section 09 Form for General Bid
4. Exhibit B. Certificate of Authority or LLC alternative
    a. If a limited partnership or a limited liability company, the respondent must submit a Certificate of Legal Existence with regard to the limited

partnership or a limited liability company issued by the Office of Secretary of State of the Commonwealth of Massachusetts, a Certificate of Good Standing issued by the Department of Revenue of the Commonwealth of Massachusetts, and evidence of limited partnership or limited liability company authority with respect to execution of the contract on behalf of the respondent , must be furnished to the BRA as applicable, prior to the execution of the resulting contract.

5. Exhibit C. Certificate of Compliance with Laws
6. Exhibit D. Statement of Tax Compliance
7. Exhibit E. Non-Discrimination and Affirmative Action Affidavit
8. Exhibit F. Non-Collusion Affidavit
9. Exhibit G. Acknowledgement of Receipt of Sample Construction IFB Contract
10. Exhibit H. Ordinance Amending Boston Residents Jobs Policy and Boston Employment Commission
11. Exhibit I. Acknowledgement of Applicability of Special Municipal Employee Status for Boston Redevelopment Authority (“BRA”) Contracts
12. Bid Deposit in the amount of a minimum of 5% of the Proposed Total Bid
13. One (1) USB drive with an electronic copy of the Bid Submission items (1-11) for Envelope 1

06 SUBMISSION CHECKLIST

[This Checklist is provided for general bidders and sub-bidders' convenience only. General bidders and sub-bidders are urged to read the bid documents carefully and use this form as an aid in the preparation of their bids and/or sub-bids.]

CHECK EACH ITEM

Statement of Bidders' Qualifications (Exhibit A)

_____Ensure all information is provided and the Statement of Bidders Qualifications is signed and notarized
_____Name of bidder is provided

Form for General Bids (Section 09)

_____Bid is submitted on the **Form for General Bid** provided by the BRA in **Section 09**
_____Company information is provided (following signature by an authorized representative of the general bidder on the From for General Bid)
_____Name of the general bidder is provided
_____All addenda, if any, is/are acknowledged
_____Bid amount has been set forth in both words and figures
_____Complete and recheck all multiplication/addition for accuracy

Bid Deposit

_____**Bid Deposit in the amount of a minimum of 5% of the Proposed Total Bid.** Accompanies the general bid and sub-bid submission and is provided in the form of cash, a bid bond, certified check, cashier's check or Treasurer's check made payable to the Boston Redevelopment Authority. A bid bond shall be signed by both the general bidder and sub-bidder and surety company and bearing the surety's current Power of Attorney certification. If the selected general bidder fails to enter into a contract within five (5) business days after the BRA issues a "Notice of Intent to Award," Such bid deposit shall become and be the property of the BRA as liquidated damages.

Forms

All forms are completed, and signed by the general bidder and sub-bidder
_____ Non-Collusion Affidavit (**Exhibit F** *execute and notarize)*
The Non-Collusion Affidavit must be executed and notarized by each general bidder and/or sub-bidder submitting a general bid or sub-bid for the work contemplated. Such affidavit shall be attached to the general bid and/or sub-bid. Failure on the part of any general bidder or sub-bidder to observe this provision may be cause for rejection of their bid
_____ Certificate of Compliance with Laws (**Exhibit C)**
Certifying that the bidder and the sub-bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes
_____ Nondiscrimination and Affirmative Action Form (**Exhibit E**)

Certificate of Insurance

_____Provide Certificate from bidder's insurance company as outlined below:
The bidder shall maintain policies insuring the bidder and the BRA, against fire, theft, and other casualties, which policies should include a waiver of subrogation clause with respect to losses payable under such policies. In addition, the bidder must maintain insurance during the term of the contract as outlined in the Appendix A. Sample Construction IFB Contract

_____Bid packages are labeled correctly

Double-check to ensure all general bid and/or sub-bid documents are included in the bid package and all documents are completed, signed, and notarized as needed.

Submit general bids or sub-bids: Address outer opaque envelope – To Boston Redevelopment Authority, d/b/a Boston Planning & Development Agency, 12 Channel Street Suite 901 Boston, MA 02210, Attn: Teresa Polhemus, Secretary.

Bid submission: Each general bid and sub-bid shall be completed, signed, enclosed in an outer opaque envelope, sealed, and addressed as listed above. Submit one (1) original general bid or sub-bid, one (1) copy, one (1) digital copy (PDF version on a thumb drive) and the general bid deposit or sub-bid deposit in a sealed inner opaque envelope marked: "Bid/Sub-Bid Response – [____your company name_____], IFB Project "**Flagship Wharf Bulkhead Repairs Construction**."

Deliver general bids and sub-bids to the BRA on time. General bids and/or sub-bids submitted after the deadline shall be rejected.

GENERAL BIDDERS AND SUB-BIDDERS ARE REMINDED THAT IT IS THEIR RESPONSIBILITY TO DELIVER THEIR GENERAL BIDS AND/OR SUB-BIDS TO THE BRA NO LATER THAN THE TIME SET FOR OPENING OF GENERAL BIDS OR SUB-BIDS.

07 RULE FOR AWARD

Immediately following the general bid submission deadline, all general bids will be opened, and the names of general bidders will be read aloud. All general bids will be reviewed and will be subject to the criteria, procedures, submission requirements, and other restrictions described in this document.

Award of Contracts/Rejection of Bids

Contract Award to General Bidder

The resulting contract will be awarded to the bidder deemed to be the lowest responsible, and responsive bidder.

To be deemed a responsible and responsive bidder, the bidder must demonstrate adequate capabilities and experience working on projects that are substantially similar in value and to the services being asked of in this IFB. The winning bidder will not just be the entity with the lowest bid amount, but rather the entity with the lowest bid who can demonstrate to the BRA their ability to complete the project(s). To make this determination, the BRA will examine a bid to decide if the totality of the circumstances, including but not limited to, experience of similar scope and scale, communication, references, professionalism, etc., indicate that the bidder will successfully and timely complete the work.

The BRA Board will, by vote, authorize the Director to execute a contract with the awarded bidder in substantially the form attached hereto as **Appendix A. Sample Construction IFB Contract** and made a part of this IFB.

Bids may be held by the BRA for a period not to exceed thirty (30) business days from the date of the openings of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the resulting contract.

The BRA reserves the right to waive any and all minor informalities in the bid.

Time for Acceptance

The BRA may award the resulting contract after it has been approved by the BRA Board by written notice to the selected bidder within thirty (30) business days of the

IFB opening (the "Time for Acceptance"). The parties may extend the Time for Acceptance by mutual agreement.

Rejection of Bids/Sub-bids

The BRA, reserves the right to reject any or all bids if:

1. In its opinion, the bid is not responsive or responsible based on the criteria listed in this Section 07; or
2. It is in the public interest to do so; or
3. In its opinion, the bid/sub-bid contains any abnormally high or abnormally low prices; or
4. In the event that less than three (3) such bids/sub-bids were received and that the prices are not reasonable for acceptance without further competition; or
5. If the bid/sub-bid is in material noncompliance with the requirements of this IFB that are intended to provide uniformity in the bidder's/sub-bidder's response formats; or
6. Which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for; or
7. Which is not accompanied by the proper bid/sub-bid deposit, or which otherwise does not conform to the **Massachusetts General Law (M.G.L.), Chapter 30, §39F and §39K-§39P and Chapter 149 §29 and §44A-44J**, as may be amended.

Such bid/sub-bid shall be invalid and the BRA shall reject every such bid/sub-bid, provided however, that no such bid/sub-bid shall be rejected because of failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid/sub-bid form furnished by the BRA; but this sentence shall not be applicable to any failure to furnish prices or information required to be furnished in the Form for General Bid or Form for Sub-Bid or to any failure to furnish prices or information required by Section Forty-four F to be furnished in the Form for General Bid.

Bids may be held by the BRA for a period not to exceed thirty (30) business days from the date of the openings of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the resulting contract.

The BRA reserves the right to waive any and all minor informalities in the general bid.

The provisions of this IFB are severable and if any provision or provisions shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of the IFB.

Execution of Contract by General Bidder

The general bidder by the execution of the **Flagship Wharf Bulkhead Repairs Construction** contract shall in no way be relieved of any obligation due to its failure to receive or examine any form or legal instrument or to visit the BRA site and acquaint itself with the existing conditions and the BRA will be justified in rejecting any claims based on facts regarding which it should have been on notice as a result thereof.

The resulting contract will require the completion of work in accordance with the IFB, together with all addenda thereto. If the general bidder selected fails to execute the contract within five (5) business days of the receipt of the contract, Saturdays, Sundays and Holidays excluded, in the form included in the IFB in such number of copies as the BRA may require, the award may be made to the next lowest responsible and eligible bidder thereon.

The failure of the successful general bidder to execute the resulting contract with the BRA, provide a payment bond and a performance bond, and to supply the insurance as set forth in the IFB within five (5) business days after the contract is presented for signature, or within such extended period as the BRA may grant, based upon reasons determined insufficient by the BRA, shall constitute a default. If the successful general bidder defaults, the Bid Deposit shall become and be the property of the BRA as liquidated damages.

Having satisfied all conditions to award as set forth elsewhere in this IFB, the successful bidder shall, simultaneous with the execution of the contract(s), furnish evidence of obtaining the required insurance.

Equal Employment Opportunity

Attention of the bidder is particularly called to the law for ensuring that employees and bidders for employment are not discriminated against because of their race, color, religion, sex, sexual orientation or national origin.

Massachusetts Public Records Law

Bids and other documents submitted in connection with this IFB document may be subject to the Massachusetts Public Records Law regarding public access to documents. Statements or endorsements contained in such bids or other documents that are inconsistent with such law are of no effect.

08 NOTICE TO ALL BIDDERS/SUB-BIDDERS

1 INVITATION

1.1 The invitation is made by the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA"). The resulting contact is being procured pursuant to the governing laws of the State of Massachusetts, as more particularly provided under, c. 149 Chapter 30 §39F and §39K-§39P and Chapter 149 §29 and §44A-44J, inclusive of the Massachusetts General Laws as may be amended.

2 SUBMITTAL OF BIDS

2.1 General bids and sub-bids shall be submitted as fully described as outlined above in **Section 5 –Submission Requirements**.

2.2 Each general bidder and sub-bidder declare that their proposed total bid, ("Total Bid") for general bidders or ("Total Sub-Bid") for sub-bidders, includes all sums for expenses related to administrative duties, overhead, profit, bonds and permits. Also, the price for any item bid and/or contracted for, unless otherwise noted or specified, shall include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the resulting contract to the satisfaction of the Engineer and BRA. The prices shall, without exception, include all royalties and costs arising from patents trademarks and copyrights in any way involved in the work.

2.3 The Total Bid of the general bidder shall be the price set forth in Section 10 - Form for General Bid, Item C.

2.4 One bid deposit in the amount of a **minimum of five percent (5%) of the Total Bid or Total Sub-Bid** shall accompany the general bid or sub-bid submission and may be provided in the form of cash, a bid bond, certified check, cashier's check or treasurers check made payable to the Boston Redevelopment Authority. A bid bond shall be signed and sealed by both the general bidder or sub-bidder and surety, with the surety's current Power of Attorney attached. Such bid bond shall be: (a) in a form satisfactory to the BRA; (b) issued by a surety company qualified to do business in the Commonwealth and satisfactory to the BRA; and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. This bid deposit shall become and be the property of the BRA, as liquidated damages if, after a proposal is accepted and the bidder shall fail to enter into the required contract within five (5) business days, excluding Saturdays, Sundays and legal holidays after notice of such acceptance is mailed or delivered to him/her.

2.5 All bid deposits except those of the three (3) lowest qualified, responsible and eligible general bidders and sub-bidders shall be returned upon the execution and delivery of the general contract or, if no award is made, upon the expiration of thirty (30) days (Saturdays, Sundays and legal holidays excluded) after the opening of bids or, if federal government approval is required, within thirty (30) days (Saturdays, Sundays and legal holidays excluded) after such approval.

2.6 If any general bidder fails to perform their agreement to execute a resulting contract and furnish a performance bond, and also a labor and materials or payment bond as stated in this bid, their bid deposit shall become and be the property of the BRA as liquidated damages, except for any amount of the bid deposit that exceeds the difference between their bid price and the bid price of the next lowest responsible and eligible bidder and in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other documented unforeseen circumstances affecting the general bidder or sub-bidder, his bid deposit shall be returned to him/her.

2.7 In addition to the provisions for the return of bid deposit in Article 2 of the General Conditions, upon the receipt of a bid bond in an amount not less than the amount of the required bid deposit, the BRA shall return any bid deposit of a general bidder or sub-bidder forthwith after public opening of bids.

3 INVESTIGATION AND STUDY OF SITE AND BID DOCUMENTS

3.1 Before submitting their proposal, each bidder shall visit the site, examine its conditions, thoroughly acquaint themselves with all obstacles and advantages for performing the work, study the bid documents and compare the same with the site conditions found.

3.2 The attention of all bidders is called to, and all general bids and sub-bids submitted shall be subject to, all applicable provisions of law, including without limitation, Massachusetts General Law (M.G.L.), Chapter 30 §39F and §39K-§39P and Chapter 149 §29 and §44A-44J, as may be amended, and any applicable Federal Laws where Federal Monies are involved.

4 BIDDERS AS FOREIGN CORPORATIONS

4.1 The BRA will not enter into a contract with a foreign corporation until such foreign corporation has filed with the BRA a certificate from the Secretary of the Commonwealth stating that such foreign corporation has complied with the applicable sections of G.L. c. 156D, and the date of such compliance; nor shall a sub-bidder or a subcontractor, either of which is a foreign corporation, be approved by the BRA as one furnishing labor and materials for a part of the work, until such foreign corporation has filed with the BRA a certificate of the Secretary of State stating that such corporation has complied with the applicable sections of G.L. c. 156D, and the date of such compliance.

5 WITHDRAWAL OF BIDS/SUB-BIDS

5.1 Bids or sub-bids may be withdrawn on written request with original signature of an authorized member of the bidder or the sub-bidder placed in the mail or hand-delivered to the BRA prior to the time set for bid or sub-bid openings. The bid or sub-bid guaranty of any bidder withdrawing its bid in accordance with the foregoing conditions will be returned promptly.

6 GENERAL BID/SUB-BID FORMS TO BE FURNISHED

6.1 The BRA will furnish to every eligible person applying a “Form for General Bid” as outlined in Section 09- Form for General Bids”.

7 GENERAL BIDS TO BE SUBMITTED

7.1 Bids shall be for the complete work as specified and the successful bidder shall be selected on the basis of such general bids.

7.2 Every general bid shall be divided into two items:
Item 1, covering the work of the general bidder, being all work other than that covered by Item 2.

8 AWARD TO NEXT LOWEST RESPONSIBLE AND ELIGIBLE BIDDER

8.1 If the bidder selected as the contractor fails to perform their agreement to execute a resulting contract in accordance with the terms of their bid and furnish a payment bond and performance bond as stated in their bid, an award may be made to the next lowest responsible and eligible bidder.

8.2 The thirty (30) day time limit shall not be applicable to a second or subsequent award made after the expiration of the time with the consent of said next lowest responsible and eligible general bidder and made because the original award made within the time limit was invalid, or because the general bidder failed to provide a performance bond and labor and materials or payment bond.

8.3 Except as may be provided in Chapter 30 of the General Laws, as may be amended, the term “lowest responsible and eligible bidder” shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that they are is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) calendar days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term “security by bond” shall mean the bond of a surety company qualified to do business under the laws of the

commonwealth and satisfactory to the BRA; and provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

9 MATERIALS

9.1 Before any contract is awarded, the bidder may be required to furnish without expense to the BRA a complete statement of the origin, composition and manufacturer of any or all materials proposed to be used in the work, together with all samples, which may be subjected to the tests required by the BRA to determine their quality and fitness for the work.

10 NORMAL WORKING DAYS DEFINED

10.1 For the purposes of and during the period of the contract or any extension thereof, a normal working day shall be considered as any day, Monday through Friday, except when such a day falls on a legal holiday of the Commonwealth of Massachusetts or whenever the BRA shall, for a good reason, determine in writing that such day is not to be considered a working day.

10.2 Further, if requested by the bidder in writing and then approved by the BRA, the bidder may work on a Saturday, Sunday or legal holiday and such days will be considered as working days at no additional expenses to the BRA.

11 CONFLICT OF INTEREST

11.1 A general bidder or sub-bidder filing a bid or sub-bid thereby certifies that the bid or sub-bid is made in good faith, without fraud, collusion or connection of any kind with any other bidder or sub-bidder for the same work, and that the general bidder or sub-bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. All general bidders and sub-bidders are obligated to comply with the Conflict of Interest Law (G.L. c. 268A).

12 LABOR HARMONY

12.1 The general bidder shall certify that itself and all sub-bidders are able to and will work harmoniously with all elements of labor employed or to be employed

on the work, or adjacent to the site where work will be performed under the resulting contract and shall perform such work in a manner so as to promote the orderly and efficient performance of the work under this and separate contracts. The undersigned general bidder shall include corresponding provisions of working in harmony with all elements of labor employed at or adjacent to the site in all its sub-contracts and agreements.

12.2 The construction will take place in densely confined site, and will involve work in, on, and around existing the BRA tenant developments and business use, which cannot be taken completely out of service for any extended period during construction. In addition, the bidder must work around existing tenant operations in the building. Delay or disruption of the Project would significantly burden the BRA and add to the cost of the Project borne by the BRA; prevent the use and occupancy of the building and lengthen the inconvenience of BRA's tenants and business in areas contiguous to the construction. Because of the foregoing, the BRA is placing this Labor Harmony Clause in effect to ensure that the successful bidder will furnish labor that will work in harmony with all other elements of labor employed on the Project.

12.3 As part of the materials submitted in support of the resulting contract, the successful bidder shall furnish, within fourteen (14) calendar days after notification of award, a plan setting forth the measures it will take to promote labor harmony on the project. The plan shall also include a sworn statement describing any labor disputes the successful bidder has been involved in during the past five years including, in each case, the nature of the labor dispute; the name of the labor organization(s), if any, participating in the dispute; the name, location and owner of the project at which the dispute occurred; the dates and duration of the dispute and how the dispute was resolved; and whether the labor dispute disrupted work at the Project and, if so, the degree and duration of such disruption. The plan submitted should also identify the likelihood of any such labor dispute(s) occurring on the Project and the preventive steps that the bidder will take to ensure that such occurrences do not take place. Acceptance of the plan does not constitute approval by the BRA or relieve the successful bidder of its ongoing obligation to provide labor that results in harmony with all other elements of labor on the project.

12.4 Each general bidder shall furnish and shall require all of its sub-bidders (including sub-bidders) of any tier to furnish, labor that works in harmony with

all other elements of labor employed, or to be employed, on the Project. Without limiting the generality of the foregoing, "Labor Harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work of the Project, or any violence or harm to any persons or property on the Project.

12.5 The requirement to provide labor harmony as contained above is a material element of the resulting contract. Failure by the successful bidder, or any of its sub-bidders, subcontractors of any tier, to comply with this requirement shall be deemed a material breach of the resulting contract and subject the successful bidder to all rights and remedies the BRA may have at law or under the contract documents, including, without limitation, the BRA's right to stop the work and/or terminate the resulting contract; in which event the bidder shall be paid and/or charged (including drawing down on the performance bond) as if terminated under the “Default Termination” provisions of Article 13 of the General Conditions of the contract documents. The bidder shall be liable for all damages occasioned by a breach of this Labor Harmony Clause including but not limited to extra costs due to delays caused by a breach of this Labor Harmony Clause and the resultant extra costs for construction acceleration to maintain the original construction schedules of the Project.

12.6 By signing the resulting contract(s) from this IFB and in conformance with M.G.L. 30, 39I, the successful bidder awarded this IFB certifies under the pains and penalties of perjury that: (1) that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health

Administration that is at least ten (10) hours in duration shall be subject to immediate removal.

12.7 Each general bidder shall include this Labor Harmony Clause in all subcontracts, regardless of tier.

12.8 For the purposes of this Labor Harmony Clause, the term "bidder" and "contract" will be deemed to include "subcontractor(s)" and "subcontract(s)," respectively.

13 PREVAILING WAGE RATES

13.1 The selected general bidder shall comply with the applicable Massachusetts Prevailing Wage Rates. A copy of the applicable prevailing wage rates issued by the Department of Labor is attached in **Appendix G**.

14 WORKFORCE REQUIREMENTS

14.1 This Project is a “Covered Project” pursuant to the “Ordinance Amending The Boston Residents Jobs Policy And Boston Employment Commission” dated January 9, 2017, approved by the Boston City Council and filed with the City Clerk on January 25, 2017 (the “Boston Residents Jobs Policy”) attached here as **Exhibit H**. All general bidders are hereby notified that each bidder must comply with the Boston Residents Jobs Policy, in all respects including the procedures specified therein regarding electronic Project registration, monitoring, meetings, updates, referrals, record keeping, site visits as well as the applicable compliance review, oversight and sanctions available to the Boston Employment Commission. During the performance of this contract, the general bidder shall agree and shall require that their sub-bidders also adhere to the Boston Residents Jobs Policy.

14.2 The workforce requirements of Paragraph **14.1** above shall apply to each trade that appears on the list of "Classification and Minimum Wage Rates" as determined by the Commissioner of Labor and Industries under the provisions of Chapter 149, Section 26 through 27G, of the General Laws of Massachusetts, as amended. If you have any questions pertaining to the applicability of these requirements, please contact the BPDA.

15 PERFORMANCE BOND & PAYMENT BOND

15.1 Performance Bond and Payment Bond: Within five (5) business days excluding Saturdays, Sundays and legal holidays from the date of notification of contract award by mail or delivered, the selected general bidder must provide a payment bond, and a performance bond, issued by a surety company qualified to do business in the Commonwealth of Massachusetts, satisfactory to the BRA, and in the sum of one hundred percent (100%) of the contract price attached as Form 24 and Form 25.

16 EQUAL OPPORTUNITY

16.1 The attention of all bidders is specifically directed to the requirements on supplemental equal employment opportunity, anti-discrimination and affirmative action programs set forth in the provisions of this contract. No bidder shall be eligible for award on this project unless they are able to demonstrate to the satisfaction of the BRA their ability to comply with these requirements.

17 MASSACHUSETTS SALES TAX

17.1 The BRA is exempt from the provisions of the Massachusetts Sales Tax. A Certification of Exemption will be provided by BRA on request from the successful bidder.

09 FORM FOR GENERAL BID

_____

Contractor name

A. To the Boston Redevelopment Authority (“BRA”) d/b/a Boston Planning & Development Agency (“BPDA”) hereinafter the (“BRA”): The undersigned bidder proposes to furnish all labor, materials, equipment, parts, machinery and transportation required for completing **Flagship Wharf Bulkhead Repairs Construction** work in accordance with the accompanying contract plans and documents for the “Total Bid” specified below.

B. This bid includes addenda numbered_____

C. BID PRICE: Fill out all prices and amounts in ink. The Total Bid shall be entered in writing and in figures. The unit prices and item amounts in the schedule of total Bid shall be entered in figures only. In case of discrepancy between the bid item price and total price, the bid item price shall govern.

The Total Bid Price is: $_____

Total Bid Price written in words:

_____

_____

The subdivision of the proposed Total Bid is as follows:

Item 1 – General Contractor Bid

LUMP SUM ITEM

Description	Total Amount (in written words)	Total Amount (numerals)
All work of the General Contractor (excluding Unit Price Items), Lump Sum		

UNIT PRICE ITEMS

Item No.	Description	Section	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	Mobilization and Site Preparation	02 00 00-01	1	LS		
2	Turbidity Curtain	02 00 00-02	175	LF		
3	Demolition and Debris	02 41 00-01	50	TON		
4	Bulkhead Concrete Cap	03 31 30-31	150	CY		
5	Concrete Spall Repairs	03 31 30-02	250	SF		

Item No.	Description	Section	Estimated Quantity	Unit	Bid Unit Price	Bid Price
6	Bulkhead Sheetpile Infill	03 31 30-04	425	CY		
7	Bulkhead Concrete Façade	03 31 30-04	75	CY		
8	Steel Bulkhead	31 41 16-01	150	LF		
9	Obstruction Removal during Bulkhead Installation	31 41 16-02	20	HOUR		
10	Outfall Extension	31 41 16-03	1	LS		
11	Utility Relocation/Reinstallation	31 41 16-04	1	LS		
12	Miscellaneous Sheetpile Hole Repair	31 41 16-05	50	SF		
13	Steel Batter Piles	31 62 23-01	16	EA		
14	Obstruction Removal During Steel Batter Pile Installation	31 62 23-02	20	HOUR		

Item 2 – Add Alternate Bid 1

UNIT PRICE ITEMS

Item No.	Description	Section	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	Timber Boardwalk Demolition and Debris	02 41 00-04	25	TON		

2	Timber Boardwalk	06 13 00-01	5750	SF		
3	Timber Stringers and Caps	06 13 00-02	4500	LF		

Item 3 – Add Alternate Bid 2

UNIT PRICE ITEMS

Item No.	Description	Section	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	Demolition and Debris	02 41 00-02	100	TON		
2	Bulkhead Concrete Cap/Deck	03 31 30-05	80	CY		
3	Bulkhead Sheetpile Infill	03 31 30-06	200	CY		
4	Bulkhead Concrete Façade	03 31 30-07	50	CY		
5	Plumb Pipe Encasements	03 31 30-08	20	EA		
6	Batter Pipe Encasements	03 31 30-04	12	EA		
7	Steel Bulkhead	31 41 16-05	240	LF		
8	Obstruction Removal During Bulkhead Installation	31 41 16-06	20	HOUR		

Bidder acknowledges that (1) each bid unit price includes an amount considered by the bidder to be adequate to cover the contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the

purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents. Bid Price is equal to the estimated quantity multiplied by the bid unit price.

TOTAL of Item 1 (numerals) – The proposed Total Bid is to be entered here and under Paragraph C on the front page of Form for General Bid.

$

TOTAL of Item 2 (numerals) – The proposed Total Add Alternate Bid 1 is to be entered here and under Paragraph C on the front page of Form for General Bid.

$

TOTAL of Item 3 (numerals) – The proposed Total Add Alternate Bid 2 is to be entered here and under Paragraph C on the front page of Form for General Bid.

$

D. Each general bidder must understand that the quantities presented in the schedule of bid prices are approximate (estimated quantities), and the BRA does not guarantee the accuracy or the completeness thereof. These estimated quantities are given solely as a basis for the comparison of bids. The BRA does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of work that may be deemed necessary or expedient to the BRA. An increase or decrease in any quantity shall not be regarded as cause for an increase or decrease in the particular bid unit price, nor in the time allowed for the completion of the work. Each bidder must take his/her own examination and estimates of quantities. Prior to making his/her/their bid, each bidder must read and be thoroughly familiar with the contract documents.

E. Fill out all prices and amounts in ink. The proposed Total Bid shall be entered in writing and in figures. The bid unit prices and bid prices in the schedule of bid prices shall be entered in figures only. In case of discrepancy between bid unit price and bid price, the bid unit price shall govern. In case of discrepancy between the estimated quantity and the bid price the estimated quantity shall govern. Use the Form for General Bid accompanying this document when submitting the Total Bid and submit the Form for General Bid in its entirety along with the required bid deposit.

F. The undersigned agrees that, if he/she/they is selected as general contractor, he/she will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the BRA, execute in quadruplicate a contract in accordance with the terms of the IFB including the contract documents and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the BRA and each in the sum of One Hundred Percent (100%) of the total contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

G. The undersigned general bidder hereby certifies that itself and all subcontractors are able to and will work harmoniously with all elements of labor employed or to be employed on the work, or adjacent to the site where work will be performed under the resulting contract, and shall perform such work in a manner so as to promote the orderly and efficient performance of the work under this and separate contracts as indicated in Section 08 of this IFB Notice to All Bidders/Sub-Bidders. The undersigned general bidder shall include corresponding provisions of working in harmony with all elements of labor employed at or adjacent to the site in all its subcontracts and agreements.

H. Each contractor shall furnish and shall require all of its subcontractors (including sub-bidders) of any tier to furnish, labor that works in harmony with all other elements of labor employed, or to be employed, on the Project. Without limiting the generality of the foregoing, "Labor Harmony" shall include

the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work of the Project, or any violence or harm to any persons or property on the Project.

I. Each Contractor shall include this Labor Harmony Clause in all subcontracts, regardless of tier, involved in this Project. For the purposes of this Labor Harmony Clause, the term "contractor" and "contract" will be deemed to include "subcontractor(s)" and "subcontract(s)," respectively.

J. The undersigned bidder further agrees that, if s/he fails to perform his/her agreement to execute a contract and furnish a performance bond and also a labor and materials or payment bond as stated in this bid, the bid deposit accompanying the copy of this bid filed with the BRA shall become and be the property of the BRA as liquidated damages.

K. The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with other bidders for the same work, that the undersigned is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or corporation that no other person or corporation has any interest in the profits of the contract, that the undersigned has read the contract documents attached hereto and is fully informed in regard to all provisions thereof including without limitation the drawings, the time for performance and, the provisions for liquidated damages, if any, and that the undersigned has visited the premises described in said contract documents and made his own examination of the place where the work is to be done and of all conditions pertaining to the work and has made his own estimates and from such examination and estimates makes this bid.

L. The names and addresses of all persons interested in this proposal, as principals other than the undersigned, are as follows:

_____

_____

M. The bidder is a (an)
Individual - Partnership - Corporation - Joint Venture – Trust

1. If bidder is a Partnership, state names and residential addresses of all partners:

_____

_____

2. If bidder is a Corporation, state the following:

Corporation is incorporated in the State of: _____

President is: _____

Treasurer is: _____

Place of business is: _____
(Street, City, State and Zip Code)

3. If the bidder is a Foreign Corporation, also state the following:

(a) The Power of Attorney required by General Laws, c.156D, was filed on: _____

(b) The Certificate and copy of its Charter, Articles or Certificate of Incorporation required by General Laws, c. 156D, were filed on: _____

4. If the bidder is a Joint Venture, state the names and business addresses of each person, firm or company that is party to the venture: _____

A copy of the joint venture agreement is on file at _____

_____

and will be delivered to the BRA on request.

5. If the bidder is a Trust, state the names and residential addresses of all Trustees:

_____

_____

The Trust documents are on file at:

_____

A copy of the same will be delivered to the BRA on request.

O. Bank Reference:

_____

P. If the business is conducted under any title other than the real name of the bidder, state the time when, and place where, the certificate required by General Laws, c. 110, s. 5, was filed:

_____

_____

Q. The Federal Social Security Identification Number of the bidder (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

R. CONTRACTOR INSURANCE REQUIREMENTS

It is the desire of the BRA for the contractor to possess insurance in the types and limits specified in the contract documents. Contractors not possessing the required insurance and/or limits shall attach additional sheets fully describing their coverage. The contractor shall provide sample "Certificates of Insurance" as part of this bid

package and effective "Certificates of Insurance" upon notification of contract award. Said certificates shall name Boston Redevelopment Authority and the City of Boston as additional insured parties.

Description of Contractor's Proposed Liability Insurance:

1. Name of Current Insurance Firm: _____
   Address: _____
   Contact: _____
   Phone No.: _____

2. Description of Coverage and Limits Provided By Policy:

_____

_____

3. Policy Period: _____

S. The undersigned offers the following information as evidence of his qualifications to perform work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present business name_____years.

2. Ever failed to complete any work awarded (if so, attach descriptive account).

DATE: _____ BUSINESS ADDRESS: _____

BIDDER: _____ BUSINESS TELEPHONE: _____

(Company name) FAX NUMBER: _____

BY: _____ EMERGENCY TELEPHONE: _____

(Authorized signature)

HAVE ANSWERING SERVICE? ☐ YES ☐ NO

No award will be made to any bidder who cannot satisfy the BRA that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The BRA's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The BRA may make such investigations as it deems necessary, and the bidder shall furnish to the BRA, under oath if so required, all such information and data for this purpose as the BRA may request.

NOTE:

For the purposes of executing the bid please note the following:

1. This proposal must bear the written signature of the bidder and must be accompanied by a bid deposit.

2. If the bidder is an individual doing business under a name other than his own name, the proposal must so state, giving the address of the individual.

3. If the bidder is a partnership, the proposal must so state, setting forth the names and addresses of all partners, and must be signed by a partner designated as such.

4. If the bidder is a corporation, the proposal must bear the seal of the corporation and must be signed by a duly authorized officer or agent of such corporation.

5. If the price of any item appears to the BRA to be abnormally high or low, or the bidder neglects to bid on each and every item, it may be cause for the rejection of the proposal.

END OF
FORM FOR GENERAL BID

EXHIBIT A. STATEMENT OF BIDDERS' QUALIFICATIONS

Name of Bidder: _____

Address: _____

Telephone: _____ Email: _____

FID No.: _____

How many years has your organization been in business as a consultant under your present business?

_____

Have you ever provided services under another name(s)? Yes ☐ No ☐

If yes, please indicate prior name(s) and address(es):

_____

_____

_____

_____

Indicate the type of service and the number of years your organization has experience in:

TYPE OF SERVICE	NUMBER OF YEARS

List the principal officers of the organization and experience:

NAME	PRESENT POSITION	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE (IN DOLLARS) AND CLASS	CAPACITY DURING SAID EXPERIENCE

Indicate the project manager you intend to assign to the Services and his/her experience especially relative to this project:

Project Manager Name: _____ Yrs. Exp.: _____

Experience:

Superintendent (Field): Name: _____ Yrs. Exp.: _____

Experience:

List your major equipment available for this contract

_____

_____

_____

_____

Have you ever done work under another name(s)? If so, please indicate prior name(s) and address(es):

_____

_____

_____

_____

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, reason therefore and bonding company:

_____

_____

_____

_____

Has any officer or partner of your organization ever failed to complete a contract handled in their own name? If so, state name of individual, name of organization, reason therefore and bonding company:

Indicate any certi fied diverse businesses you currently use for subcontracting.

More information on certifications is available at: **boston.gov/departments/economic-development/equity-and-inclusion-office/get-your-business-certified**

Types of Certifications:

- Small Business Enterprise (SBE) or Small & Local Business Enterprise (SLBE)
- Veteran-Owned Small Business
- Minority-Owned Business Enterprise (MBE)
- Woman-Owned Business Enterprise (WBE)
- LGBTQ+-owned Business

COMPANY NAME	CERTIFICATION TYPE	ANNUAL SPEND

Is your organization pre-qualified by any other agencies? _____ If so, please indicate below:

AGENCY	CLASS OF WORK	EXPIRATION DATE

Have you ever been on the DCAMM List of Debarred Contractors? _____. If so, when and why?

List below previous projects/Services contracts (limited to 5) similar in size, dollar threshold, and scope to these Services completed within the last 5 years along with organization's contact or representative:

CONTRACT AMOUNT	TYPE OF SERVICE	WHEN COMPLETED	LOCATION	NAME & TELEPHONE OF ORGANIZATION OR REPRESENTATIVE

List below all current active projects/Services contracts similar in size, dollar threshold, and scope you currently performing:

CONTRACT AMOUNT	TYPE OF SERVICE	CONTRACT AMOUNT REMAINING	PERCENT COMPLETE	COMPLETION DATE	LOCATION	NAME & PHONE NUMBER OF ORGANIZATION OR REPRESENTATIVE

Have you ever failed to complete any service awarded to you? Yes ☐ No ☐
If so, where and why?

Did you complete your last three contracts per the original contract duration? Yes ☐ No ☐
If not, why?

Have you ever been refused a bond whether by bid or performance? Yes ☐ No ☐
If yes, why?

Indicate the bonding company and reference(s) you do business with for this type of work:

COMPANY	CONTACT	TELEPHONE

What is your overall bonding capacity? Based on work on hand, what is your present bonding capability?

Indicate the bank(s) and associated loan officers your organization does business with:

BANK	CONTACT	TELEPHONE

Credit Available: _____

In what other lines of business are you financially interested?

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the BPDA? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the BPDA in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date: _____

Bidder (Company Name): _____

State of _____

County of: _____

_____ (Name) being duly sworn, deposes and says that he/she is _____ (Title) of _____ (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me on this _____ day of _____ , 2026.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

(Affix Notary Seal Here)

EXHIBIT B. CERTIFICATE OF AUTHORITY

CERTIFICATE OF AUTHORITY MEETING OF BOARD OF DIRECTORS _____, 2026.

At a meeting of the Directors of Consultant firm duly called and held at _____ on the _____ day of _____, 2026, at which a quorum was present and acting, it was Voted, that _____ the _____ of the firm is hereby authorized and empowered to make, enter into, sign, seal, and deliver, in behalf of this firm a contract for the Flaghsip Wharf Bulkhead Repairs with the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency ("BPDA") in connection with such contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that _____ is the duly elected _____ of this firm.

Attest:

_____Clerk or Secretary of the firm

(If Corporation, Affix Corporate Seal)

EXHIBIT C. CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Respondent,

with Department of Unemployment Assistance ID Number _____ has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

Compliance may be certified if the Respondent has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. c. 151 A, §19A(c).

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that the Respondent:

1. ☐ employs fewer than fifty (50) full-time employees; or

2. ☐ offers either a dependent care assistance program or a cafeteria plan whose benefits include a de pendent care assistance program; or

3. ☐ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement Protection Program

Pursuant to M.G.L. c. 62C, §49A, the undersigned hereby certifies that the Respondent's Social Security or Federal Identification No. is _____, and that to the best of his/her knowledge and belief, the Respondent has fi filed all state tax returns and paid all state taxes required by law.

Signed this _____day of _____ , 20___.

BY: _____

EXHIBIT D. STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

_____ _____

Bidder's Name *Social Security Number or Federal Identification Number*

By _____

Corporate Officer's Name

_____

Corporate Officer's Title

_____

Date

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

EXHIBIT E. NON-DISCRIMINATION & AFFIRMATIVE ACTION AFFIDAVIT

The respondent agrees:

1. The respondent shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, creed, national origin, age, sex or sexual preference and shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.

2. The respondent shall provide information and reports requested by the Boston Redevelopment Authority pertaining to its obligations hereunder and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Authority to affect the respondent's obligations.

3. The respondent shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

4. The respondent's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.

5. The respondent shall indemnify and save harmless the Authority from any claims and demands of third persons resulting from the respondent's non-compliance with any provisions hereof.

Signed

By: _____

Title: _____

Date: _____

EXHIBIT F. NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent) of _____ , the Respondent that has submitted the attached Proposal:

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all perti-nent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said respondent nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in con-nection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other respondent or to secure through any collusion conspiracy, con-nivance or unlawful agreement any advantage against the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency on or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposal or any of its agents, representa-tives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to before me this _____ day of _____ , 2026

My commission expires: _____ Seal

EXHIBIT G. ACKNOWLEDGEMENT OF RECEIPT OF DRAFT CONTRACT

I hereby acknowledge that I have received and reviewed the **Draft Contract – Appendix A.** The BPDA expects the **Draft Contract – Appendix A** to be accepted as-is by the Consultant. I understand that any requested modifications to the **Draft Contract – Appendix A** must be submitted with the proposal response. I understand that all modifications to the **Draft Contract – Appendix A** must be agreed to by the BPDA prior to BPDA Board authorization and submittal of proposed modifications does not constitute acceptance by the BPDA. If selected to perform the Services described herein, the Consultant will be expected to abide by the terms of the final Contract executed between the BPDA and the Consultant. If you have any questions or require any additional information, please feel free to reach out to the Procurement Office at PlanningProcurement@boston.gov.

Signed

By: _____

Title:_____

Date: _____

EXHIBIT H. ORDINANCE AMENDING BOSTON RESIDENTS JOBS POLICY AND BOSTON EMPLOYMENT COMMISSION

ORDINANCE 2017 – CHAPTER 1

ORDINANCE AMENDING THE BOSTON RESIDENTS JOBS POLICY AND BOSTON EMPLOYMENT COMMISSION

WHEREAS, the City of Boston expends substantial funds on construction projects to develop, repair, and maintain municipal facilities and infrastructure; and

WHEREAS, public funds spent by the City of Boston on construction projects are derived from taxes paid by Boston residents; and

WHEREAS, the City of Boston advances the public interest by ensuring all construction projects under its purview are constructed and administered in accordance with plans, specifications, and contract provisions furthering the economic inclusion policies of the City and promoting economic opportunities for Boston residents, people of color, and women; and

WHEREAS, the City of Boston and the Boston Planning and Development Agency also enable private developers to obtain state and federal funds and provide such developers with zoning relief, property tax, and other benefits, for the purpose of constructing public and private projects in the City of Boston; and

WHEREAS, the construction industry is an important component of the City's economy and it is in the City's and the public's best interest to increase the supply of qualified construction workers, particularly those historically underrepresented in the construction industry, including Boston residents, people of color, and women; and

WHEREAS, the City has made substantial public investments in its schools and workforce development system, including Madison Park High School, Building Pathways, and Operation Exit; and

WHEREAS, City-funded construction projects provide a crucial opportunity to connect participants in these City-funded or City-operated workforce development programs with employment and training opportunities, and to direct employment and training opportunities created by the City's public expenditures; and

WHEREAS, the City of Boston will continue to make construction project bids and awards in future years and pre-apprenticeship and apprenticeship training programs have successfully established a meaningful diversity of apprentice workers; and

WHEREAS, poverty continues to persist in Boston and different demographic groups continue to be disproportionately affected by unemployment and insufficient income; and

WHEREAS, the Mayor and the Office of Economic Development understand that economic equity is a defining challenge for the City of Boston and are committed to ensuring inclusion and equity in the workforce; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF BOSTON AS FOLLOWS:

SECTION 1. City of Boston Code, Ordinances, Chapter 12, Section 12-10 is hereby amended by striking this section in its entirety.

SECTION 2. City of Boston Code, Ordinances, Chapter 8, Section 8-9.1 is hereby amended by striking the words "Contract Compliance Office," "Minority Person," "Resident," and their respective definitions, and adding the following at the end of the section:

Bona fide Boston resident means a worker who provides sufficient evidence of his or her status as a resident of the City of Boston as described in section 8-9.3(a)(2)(f).

Boston Residents Jobs Policy standards or *BRJP standards* means the standards as described below:

1. At least fifty-one percent of the total work hours of journey people and fifty-one percent of the total work hours of apprentices in each trade on a Covered Project shall be by bona fide Boston residents;
2. At least forty percent of the total work hours of journey people and forty percent of the total work hours of apprentices in each trade on a Covered Project shall be by people of color;
3. At least twelve percent of the total work hours of journey people and twelve percent of the total work hours of apprentices in each trade on a Covered Project shall be by women.

City-Funded Project means any construction project funded in whole or in part by City funds or funds which, in accordance with a Federal grant or otherwise, the City expends or administers.

Commission means the Boston Employment Commission.

Compliance Monitor means the person or persons assigned by the Boston Residents Jobs Policy office or the Boston Planning and Development Agency compliance office to monitor a Covered Project's compliance with this Ordinance.

Covered Project means (1) Any City-Funded Project as defined in this section or (2) Any Major Development Project as defined in this section.

Developer means an entity that owns or coordinates the construction or substantial rehabilitation of a Major Development Project.

General Contractor or *Construction Manager* means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association

or other legal entity that employs individuals to perform work on Covered Projects, including contractors and subcontractors of all tiers.

Major Development Project means any new construction or substantial rehabilitation project in the City for which a Project Notification Form has not already been submitted to the Boston Planning and Development Agency on or before January 31, 2017 for the specific construction or rehabilitation, which requires Zoning Relief, and in which it is proposed to erect a structure or structures having a total gross floor area (exclusive of all accessory parking garage space) in excess of fifty thousand (50,000) square feet or to enlarge or extend a structure or structures so as to increase its (or their) gross floor area (exclusive of all accessory parking garage space) by more than fifty thousand (50,000) square feet or to substantially rehabilitate a structure or structures having, or to have, after rehabilitation, a gross floor area (exclusive of accessory parking garage space) of more than one hundred thousand (100,000) square feet.

People of color means individuals who are Black, Hispanic/Latino, Asian/Pacific Islander, or Native American.

SECTION 3. City of Boston Code, Ordinances, Section 8-9.2 is hereby amended by striking the section in its entirety and inserting in place the following:

8-9.2. Boston Residents Jobs Policy office

(a) The Boston Residents Jobs Policy office in the Office of Economic Development ("BRJP office") shall be responsible for the planning, implementation, and overall coordination of compliance monitoring on all Covered Projects, including but not limited to Major Development Projects. Some Covered Projects will be monitored by the Boston Planning and Development Agency compliance office ("BPDA compliance office"), which will assume the role of the BRJP office for purposes of this ordinance on those projects. On Covered Projects, the developer, general contractor/construction manager, and each subcontractor must meet with the assigned compliance monitor prior to beginning construction to discuss initial project overview, including project duration, dollar amount, workforce projections, and BRJP standards. Subcontractors added to a Covered Project after the beginning of construction must meet with the assigned compliance monitor prior to beginning work on the project.

(b) The BRJP office shall operate a referral program, called the Boston Residents Jobs Bank, which shall refer City residents, people of color, and women to general contractors, construction managers, and subcontractors to increase opportunities for Boston residents, people of color, and women for employment and training on construction projects within the City of Boston.

(c) Prior to the commencement of any Covered Project, the assigned compliance monitor shall:

1. Review spending plans for the project;
2. Review timeline and workforce projections for the project;
3. Identify the number of job positions to be created by the project;
4. Specify training needed for entry-level and semi-skilled positions by job title;

5. Assist the City, developers, and general contractors, in conjunction with appropriate unions and their existing collective bargaining agreements where applicable, with recruiting employees and arranging for training through established union apprenticeship programs. On non-union projects, assist the City, developers, and general contractors with recruiting employees through available community-based programs; and
6. Utilize the Jobs Bank to refer Boston residents, people of color, and women to general contractors and subcontractors to assist such general contractors/construction manager and subcontractors to comply with this Ordinance and to increase opportunities for Boston residents, people of color, and women for employment and training on construction projects within the City of Boston.

(d) On each Covered Project, the assigned compliance monitor shall track the number of hours completed by people of color who are Boston resident people of color.

SECTION 4. City of Boston Code, Ordinances, Section 8-9.3 is hereby amended by striking the section in its entirety and inserting in place the following:

8-9.3 Compliance

(a) On any new Covered Project, a general contractor/construction manager or subcontractor may comply with the Boston Residents Jobs Policy by achieving, on a craft by craft basis, at least one of the following:

1. Meeting the BRJP standards as defined in section 8-9.1 and providing documentation of such to the assigned compliance monitor; or

2. Taking each of the following steps:

a. Prior to the start of construction, the general contractor/construction manager shall designate an individual to serve as a compliance officer for the purpose of complying with the Boston Residents Jobs Policy.

b. Prior to the start of construction, the general contractor/construction manager and each subcontractor then selected shall meet with the assigned compliance monitor for the purpose of reviewing the Boston Residents Jobs Policy standards, estimated construction activity over the construction period of the Covered Project, and each item listed in section 8-9.2(c). A representative of the awarding or contracting authority on public projects may attend the meeting. The general contractor/construction manager shall in a timely manner complete and submit to the Commission and the assigned compliance monitor a projection of the workforce needs over the course of construction of the Covered Project. Such submission shall reflect the needs by trade for each month of the construction process. This process shall continue with each subcontractor subsequently hired. All meetings shall be documented and a copy of the documentation shall be filed with the assigned compliance monitor.

c. Whenever any person involved in the construction of a Covered Project makes a request to a union hiring hall, business agent, general contractor/construction managers'

association, or community referral source for qualified construction workers, the request shall ask that those qualified applicants referred for construction positions be referred in proportions specified in the Boston Residents Jobs Policy and shall further contain a recitation of the standards listed in section 8-9.1. However, if the requesting party's workforce composition at any time falls short of any one or more of the standards, the requesting party shall adjust his or her request so as to seek to more fully achieve the proportions specified in section 8-9.1. If the union hiring hall, business agent, general contractor/construction managers' association, or community referral source to whom a request for employees has been made fails to fully comply with such request, the requesting party's compliance officer shall seek written confirmation from the hall, agent, association, or community referral source that there are insufficient employees in the categories in the request and that the insufficiency is documented on the unemployed list maintained by the hall, agent, association, or community referral source. Copies of any confirmations obtained, as well as the requests for confirmation, shall be forwarded to the assigned compliance monitor.

d. All Boston residents, people of color, and women applying directly to the general contractor/construction manager or any subcontractor for employment in construction on a Covered Project who are not subsequently employed by the party to whom application is made shall be referred by said party to the BRJP Jobs Bank and a written record of such referral shall be made by said party, a copy of which shall be sent to the assigned compliance monitor.

e. General contractors/construction managers and subcontractors shall maintain a current file of the name, address, and telephone number of each Boston resident, person of color, and woman who has sought employment with respect to a Covered Project, or who was referred to the general contractor/construction manager by the BRJP Jobs Bank but was not hired. The general contractor/construction manager shall maintain a record of the reason any such person was not hired. A copy of the file shall be sent each month to the assigned compliance monitor.

f. Before hiring, general contractors/construction managers and subcontractors shall obtain from each Boston Resident worker to be employed in the construction of the Covered Project a sworn statement containing the worker's name and place of residence, as well as a driver's license or state form of identification and a current (30 days), postmarked bill sent to their permanent residence. Documentation of residency shall be kept in the worker's file and be included in the initial compliance review. The residency verification will be good for the duration of the project. Failure to properly verify a worker's residency will result in not having the resident hours credited towards the overall project hours.

g. One week after the commencement of the construction of the project, and each week thereafter until the completion of the project, general contractors/construction managers and subcontractors shall submit electronically to the BRJP office or BPDA compliance office for the week just ended a report which contains the following information for each employee who performed any work on the project in the week just ended: the employee's name, place of residence, race, gender, craft, job category, apprenticeship participation,

number of hours worked, and employer. The report shall also include the total number of hours worked by the total workforce in each craft during the week just ended.

h. Compliance monitors will be allowed to make site visits to construction projects to determine employment standards relative to the BRJP goals. General contractors/construction managers and selected subcontractors shall attend corrective action meetings with the assigned compliance monitor upon the monitor's request to review and outline action steps required towards targeted goals for the duration of the project. The results of the corrective action meetings shall be included in compliance reviews.

i. General contractors/construction managers and subcontractors shall send a letter to the assigned compliance monitor upon issuance of the final certificate of occupancy related to a Covered Project. The general contractor/construction manager or subcontractor must cooperate with close out procedure.

j. General contractors/construction managers and subcontractors shall appear before the Boston Employment Commission when requested.

k. General contractors/construction managers and each subcontractor shall maintain records reasonably necessary to ascertain compliance with the steps detailed in clauses (a) through (i) of this section for at least three (3) years after the issuance of a certificate of occupancy for the Covered Project.

l. General contractor/construction managers shall incorporate in every subcontractor contract an enumeration of the BRJP standards and shall impose on each subcontractor a responsibility to take all steps enumerated in clauses (a) to (k) of this section; or

3. By demonstrating the high impracticality of complying with the BRJP standards for a particular contract or class of employees in a particular craft before project commencement and agreeing to sponsor a specified number of new apprentices or other trainees specifically for the purpose of satisfying this subsection, in trades in which noncompliance is likely, and retaining those apprentices or trainees throughout the duration of the project. All apprentices or trainees retained to satisfy this subsection must be bona fide Boston residents, people of color, or women. The general contractor/construction manager or subcontractor must work in coordination with the BRJP office or Boston Planning and Development Agency compliance office to avoid fines and other penalties under this section. This subsection may be utilized for compliance with this Ordinance only upon written authorization by the compliance monitor for each particular craft on a project.

(b) On any new Major Development Project, a developer may comply with the Boston Residents Jobs Policy by achieving, on a craft by craft basis, at least one of the following:

1. Meeting the BRJP standards as defined in section 8-9.1 and providing documentation of such to the assigned compliance monitor; or

2. Taking each of the following steps:

a. Incorporating in every general construction contract or construction management agreement an enumeration of the BRJP standards and imposing a responsibility upon each general contractor/construction manager or construction manager to take all steps enumerated in clauses (a) to (j) of section 8-9.3(a)(2) and to incorporate the BRJP standards in all subcontracts and impose on all subcontractors the obligation to take such steps.

b. Meeting with the general contractor/construction manager no less frequently than weekly throughout the period of construction of the Covered Project to review the general contractor/construction manager's compliance with the BRJP standards and the steps enumerated in clauses (a) to (i) of section 8-9.3(a)(2). The developer shall maintain minutes of such meetings and shall forward a copy of such minutes to the assigned compliance monitor within ten (10) days of each meeting.

c. Appearing before the Boston Employment Commission when requested.

3. By demonstrating the high impracticality of complying with the BRJP standards for a particular contract or class of employees in a particular craft before project commencement and agreeing to sponsor a specified number of new apprentices in addition to those employed pursuant to City of Boston Code of Ordinances, Section 8-9.5, in trades in which noncompliance is likely, and retaining those apprentices throughout the duration of the project. All apprentices retained under this section must be bona fide Boston residents, people of color, or women. The General contractor or subcontractor must work in coordination with the BRJP office or Boston Planning and Development Agency compliance office to avoid fines and other penalties under this section. This subsection may be utilized for compliance with this Ordinance only upon written authorization by the compliance monitor for each particular craft on a project.

SECTION 5. City of Boston Code, Ordinances, Section 8-9.4 is hereby amended by striking the section in its entirety and inserting in place the following:

8-9.4 Boston Employment Commission

(a) The Commission will be responsible for compliance review of all Covered Projects, including those monitored by the BPDA compliance office, and enforcing this Ordinance, up to and including the imposition of sanctions and fines.

(b) The Commission will be comprised of seven (7) Commission members.

(c) The Mayor will appoint all Commission members. The Mayor will select either one or two Commission members from recommendations made by organizations dedicated to workers' rights in the City of Boston, one Commission member from recommendations made by labor unions including SEIU and trade unions, one Commission member from recommendations made by organizations representing the development community, and one Commission member from recommendations made by organizations representing the non-profit development community.

(d) Commission members may serve a maximum of three (3) consecutive two-year terms.

(e) The Chairperson of the Commission shall be designated by the Mayor and shall serve in that capacity for a term of two (2) years.

(f) The Mayor may remove a Commission member, including a Chairperson, for cause by filing a written statement with the City Clerk. The Mayor's decision shall be final.

(g) The Commission shall meet at least monthly.

(h) The Commission shall review each Covered Project at the 25%, 50%, 75% and 100% percent complete stage, measured by total worker hours completed. Commission review shall occur at least every three months, regardless of the stage of project completion.

(i) The Commission shall monitor Davis-Bacon Act requirements contained in City agency or Boston Planning and Development Agency contracts. The Commission shall receive compliance information and shall forward any information concerning apparent noncompliance to appropriate federal agencies.

(j) The Commission shall have the authority to promulgate regulations as to matters within the Commission's purview after public notice and hearing and upon a vote of all members and is directed to consider The Policy Group on Tradeswomen's Issues document entitled *Finishing the Job: Best Practices for Diversity in Construction* when promulgating regulations concerning how the Commission will assess efforts to comply with this ordinance.

SECTION 6. City of Boston Code, Ordinances, Chapter 8 is hereby amended by inserting after Section 8-9.7 the following sections:

8-9.8. Sanctions

(a) The Commission shall determine compliance with the Boston Residents Jobs Policy standards and the compliance standards listed in section 8-9.3. The Commission shall gather and receive compliance information, investigate non-compliance complaints, and make compliance determinations.

(b) The Commission shall have the power to impose sanctions upon developers, general contractors/construction managers, and subcontractors found to be in non-compliance with this ordinance. Sanctions may be imposed by a majority vote of the members of the Commission present. Developers may be fined for violations of the Ordinance by general contractors/construction managers and subcontractors on their projects.

1. For City-Funded Projects, penalties and fines may include:

    a. Fines to a maximum of three hundred dollars ($300.00) for each violation. A violation occurs where a general contractor/construction manager or subcontractor

has not complied with this Ordinance. Each day of noncompliance will be considered a separate violation.

b. Creation of a record of non-compliance with City policy that may be considered when awarding future construction contracts on City-Funded Projects.

2. For Major Development Projects, penalties and fines may include:

a. Fines to a maximum of three hundred dollars ($300.00) for each violation. A violation occurs where a developer, general contractor/construction manager, or subcontractor has not complied with this Ordinance or analogous provision of any agreement with the Boston Planning and Development Agency. Each day of noncompliance will be considered a separate violation.

b. Creation of a record of non-compliance with City policy that may be considered when awarding future construction contracts on City-Funded Projects.

(c) The City of Boston may suspend the work of, or payments to, general contractors/construction managers who violate this Ordinance on City-Funded Projects, until compliance is obtained, and may terminate their contract after repeated violations.

(d) General contractors/construction managers and selected subcontractors will be required to make periodic appearances before the Commission to review and provide updates on projects. Appearing parties should bring all documentation of compliance. The assigned compliance monitor will prepare and present a report regarding the following:

1. Statistics for top 5 trades and subcontractors
2. Average payroll submission time
3. Project work hours completed by Boston Residents, people of color, and women
4. Compliance with steps listed in section 8-9.3(a)(2)

(d) Any party may appeal a vote to issue a fine under this Ordinance for reconsideration by the Commission. Such appeal must be made in writing and must include a memorandum of no more than five (5) pages explaining the reasons why the Commission's decision should be reversed. Such appeal must be received by the Commission within thirty (30) days of the hearing date at which the fine was ordered. Upon receipt of a timely appeal, the Commission must schedule the appeal for a hearing and send notice of the same to the appealing party and the assigned compliance monitor. At the hearing, the appealing party and the assigned compliance monitor may present additional relevant evidence. At the conclusion of the hearing, the Commission shall determine whether to vacate its initial findings based on the evidence presented on appeal.

8-9.9 City Council Review

(a) Each year in April and October the Boston City Council will hold a hearing to review the work of the Boston Employment Commission during the preceding six (6) months based on a report that itemizes the number of compliance determinations, the number of developers, General

contractors/construction managers and subcontractors determined to be out of compliance; the number of sanctions levied; the amount of the sanctions levied; the number of sanctions received by Developers and General contractors/construction managers and subcontractors in each of the twenty two trades; the total number of work hours, trade by trade; and the percentage of total hours, trade by trade performed by Boston workers, people of color, and women during the preceding six (6) months. The Boston Employment Commission will also provide data and information that will enable the City Council to make a recommendation as to whether the goals for people of color or female worker hours should be raised.

8-9.10 Hiring Discretion

(a) This Policy does not limit contractors' or subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Policy shall be interpreted so as to require a contractor or subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

8-9.11 Severability

(a) If any provision of this section is held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

SECTION 7. This ordinance shall take effect upon passage.

In City Council JAN 25 2017
Passed
Maureen Feeney City Clerk
Approved JAN 30 2017
Mayor

EXHIBIT I. ACKNOWLEDGMENT OF APPLICABILITY OF SPECIAL MUNICIPAL EMPLOYEE STATUS FOR BOSTON REDEVELOPMENT AUTHORITY ("BRA") CONTRACTS

I, _____,
(Individual Completing Form)

_____ at _____,
(Position) *(Respondent)*

hereby acknowledge that I received a copy "Special Municipal Employees-Explanation of the Conflict of Interest Law" (revised October 2017). Further, I acknowledge that in certain circumstances Special Municipal Employees are required to file Disclosure Forms under the Massachusetts Conflict of Interest Law, which can be found at **https://www.mass.gov/service-details/municipal-employee-disclosure-forms.** If any Disclosure Forms are required of the respondent, they shall be signed and submitted to the BRA prior to contract execution.

_____
Signature of Respondent

_____
Date

APPENDIX A. SAMPLE CONSTRUCTION IFB CONTRACT

THIS CONTRACT (the "Contract") is entered into as of this day _____ 2024, by and between the Boston Redevelopment Authority**, d/b/a BOSTON PLANNING & DEVELOPMENT AGENCY** (hereinafter, "BRA"), a public body politic and corporate, having its usual place of business at One City Hall Square, Boston, MA 02201-1007, and **Vendor Name**, ("Contractor") a XXXX corporation, having its primary place of business at Vendor Address. Hereinafter, the BRA and the Contractor shall be referred to collectively as the "Parties," or may be referred to individually as a "Party."

WITHNESSETH

WHEREAS, on Month XX, 20XX, the BRA Board (the "Board") authorized the Secretary to advertise and issue an Invitation for Bids ("IFB") for the purpose of soliciting bids for pier upgrades;

WHEREAS, on Month XX, 20XX the BRA issued the IFB entitled "**FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION (BRA Project #XXXX)**" ("Project") for the Project;

WHEREAS, on Month XX, 20XX, the BRA received three bid responses and it was subsequently determined by the BRA that the Contractor was the lowest responsible and eligible bidder for the Project;

WHEREAS, on Month XX, 20XX, the BRA Board authorized the Director to enter into this Contract in the amount of **Dollar Amount in Words** ($XXX,XXX.XX) for purposes of **Project Description**. Any change orders that may be required to complete the work as deemed necessary by the Director, shall be in an aggregate amount not to exceed ten percent (10%) of the contract amount or **Dollar Amount in Words** ($XXX,XXX.XX); and

NOW, THEREFORE, in accordance with the foregoing and the mutual promises hereinafter provided, the BRA and the Contractor agree to the following:

ARTICLE I – CONTRACT DOCUMENTS

The Contract Documents, as defined herein, form the contract between the BRA and the Contractor and are incorporated into this Contract by this reference. The Contract Documents represent the final and entire integrated agreement between the Parties with respect to the Work, as defined herein, to be performed pursuant to the Contract Documents.

The Contract Documents consist of the following:

1. This Contract, fully executed by the BRA and Contractor;
2. Part A of the Invitation For Bid ("IFB") - BIDDING REQUIREMENTS AND DOCUMENTS, FORM FOR BID, CONTRACT FORMS, GENERAL CONDITIONS, AND SPECIAL CONDITIONS;
3. Part B of the IFB – TECHNICAL SPECIFICATIONS;
4. All Plans, Specifications and Contract Schedules as prepared by the Architect/Engineer and his authorized Consultants;
5. All addenda issued by the BRA prior to the time established for receipt of bids; and
6. All modifications and Change Orders to the Contract Documents issued by the Architect/Engineer, after award of Contract, which bear the written approval of the BRA, including supplementary drawings, specifications, and written instructions.

ARTICLE II - SCOPE OF WORK

A. Location of Work

The Work is to be performed at **ADDRESS**.

A site map identifying the site where the work will be performed is provided in **Exhibit X**, attached hereto and incorporated by reference.

B. Description of Work

The scope generally consists of the following **DESCRIPTION OF WORK**.

Furthermore, Contractor shall perform all Work called for and in accordance with the terms and conditions set forth within the Invitation for Bids for **FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION** issued by the BRA on **Month XX, 20XX**, and incorporated by reference. Moreover, the Contractor shall be responsible for all fees, overhead, general administrative costs, profits and applicable taxes or governmental charges, if necessary, to perform the pier upgrades as called for in the IFB.

The Work shall be performed in the manner and time herein prescribed and according to the requirements of the BRA, including all incidental work and costs, and to complete the work on or before the Final Completion of this Contract in accordance with the prices as submitted in the Contractor's Form for General Bid, attached hereto as Section 10 and incorporated by reference.

ARTICLE III – ARCHITECT/ENGINEER

The BRA has retained **ARCHITECT/ENGINEER NAME** as its representative who shall be the Architect/Engineer for the Contract.

ARTICLE IV – CHANGE ORDERS, ADJUSTMENTS, CHANGE IN FIELD CONDITIONS, AND PERFORMANCE STANDARDS

A. Change Orders

Without invalidating the Contract, the BRA may at any time, by written order of the BRA, change, increase or omit any part of the work, or change the Contract, drawings or Contract Documents or require the Contractor to furnish extra materials or extra labor relating to the work, and the Contractor shall conform to such orders. No change in the work, whether involving a change in the Contract price or not, shall be allowed unless the order therefore is signed by the BRA. The BRA shall determine the amount to be added to, or deducted from, the Contract price on account of any such change and shall determine the extension of time, if any, to be allowed. Such amount and extension of time shall, when possible, be stated in the order but, if necessary, may be determined at a later date, in which case a supplementary order, including the amount and extension of time, shall be issued for the work. The work covered by an order signed by the BRA shall be prosecuted without delay, regardless of any objection of the Contractor according to the directions of the order.

Any change orders that may be required to complete the work as deemed necessary by the Director, shall be in an aggregate amount not to exceed ten percent (10%) of the contract amount or **Dollar Amount in Words** ($XXX,XXX.XX).

The BRA will not unreasonably request changes nor unreasonably withhold final acceptance of work by the Contractor. The BRA is not obligated to pay for change orders that are not approved in writing.

B. Adjustments

If, during the progress of the work authorized under this Contract, the Contractor or the BRA discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the BRA may request an equitable adjustment in the Contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the Contractor, or upon its own initiative, the BRA shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the BRA shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

C. Change in Field Conditions

In accordance with Massachusetts General Laws, Chapter 30, Sections 39N and 39O, the BRA must adjust the price of the Contract if field conditions differ substantially or materially from the plans or if the BRA suspends or delays the work for fifteen (15) calendar days or more.

D. Performance Standards

The Contractor agrees that the work prosecuted hereunder shall conform to professional standards of care and practice customarily expected of like firms engaged in performing comparable work, that the personnel furnishing said services shall be qualified and competent to perform adequately the work assigned to them and that the recommendations, guidance and performance of such personnel shall reflect such standard of professional knowledge and judgment.

ARTICLE V - COMPENSATION

The BRA shall pay and the Contractor shall accept as full compensation for everything furnished, done by or resulting to the Contractor in carrying out this Contract, subject to additions and deductions in the Contract Documents, an amount of **Dollar Amount in Words ($XXX,XXX.XX)** (the "Contract Price"). The Contractor agrees that the Contract Price complies with Prevailing Wage Rates Report attached hereto as **Exhibit X** and incorporated by reference.

Any change orders that may be required to complete the work as deemed necessary by the Director, shall be in an aggregate amount not to exceed ten percent (10%) of the contract amount or **Dollar Amount in Words ($XXX,XXX.XX)**.

The Contractor shall submit requests for payment for work completed in accordance with the Contract Documents on a monthly basis (30 calendar days) and the BRA shall promptly pay the portion of the Contract price requested, subject to an inspection and certification by the BRA's representative that the work has been satisfactorily completed.

ARTICLE VI – RETENTION OF RECORDS AND AUDIT RIGHTS

The Contractor shall keep records for a period of seven (7) years, and shall cause its subcontractors to keep records for a period of seven (7) years, pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the BRA may require. The BRA shall have the right to inspect, review or audit, in conformity with acceptable auditing standards, the accounts, books, records and activities of the Contractor and all subcontractors necessary to determine compliance by the Contractor with the provisions and requirements of this Contract and the laws of the Commonwealth of Massachusetts. In conformance with M.G.L. c. 30, s. 39R, the Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail

accurately and fairly reflect the transactions and dispositions of the Contractor, and until the expiration of six (6) years after final payment, the Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors.

ARTICLE VII – COMMENCEMENT AND COMPLETION OF THE WORK AND LIQUIDATED DAMAGES – TERM

It is agreed that time is of the essence of this Contract. The Contractor shall commence the work forthwith upon the execution of the Contract by the Economic Development and Industrial Corporation of Boston ("BRA"), acting by the Director of the BRA after the BRA's General Counsel approval as to form and the approval of the BRA Board of directors, and shall bring the stipulated portion of the work to ("Substantial Completion") no later than **456 days** or **15 months** from Notice to Proceed and Final completion ("Final Completion") no later than **548 days** or **18 months** from Notice to Proceed.

Liquidated damages in the amount of One Thousand Two Hundred Dollars ($1,200.00) per calendar day, will be applicable for each and every calendar day in completing the work after the date of Substantial Completion, in accordance with the provisions of Article 7 of the General Conditions.

ARTICLE VIII – LABOR AND WAGES

A. Labor Harmony

All labor performed by the Contractor's personnel are required to work in harmony with the various trades on or near the BRA sites as outlined and set forth in the in the **Section 08 - Notice to All Bidders** of the IFB.

B. Wages and Other Requirements

This Contract is subject to all Federal, State and Local laws and regulations regarding labor and wages. Specifically, the Contractor shall comply with the Massachusetts Prevailing Wage Rates Requirements further described in the General Conditions and the report attached as **Exhibit X**. All requests for payment/invoices shall be accompanied by copies of payroll submissions that have been certified by the Contractor to be in compliance with such Prevailing Wage Rates.

The Contractor shall also comply with the Ordinance Amending the Boston Residents Jobs Policy and Boston Employment Commission, attached as **Exhibit X**.

ARTICLE IX – INSURANCE

A. Insurance Requirements – General

1. The Contractor shall purchase and maintain, at its own expense, all insurance required by the Contract Documents and all insurance required by the applicable laws of Massachusetts, including but not limited, G.L. Chapter 146 of the General Laws, in connection with all hoisting equipment.
2. The required insurance contained in the "Insurance" provision in the General Conditions Article 10 shall be written for no less than the limits specified in the Contract Documents, or required by law, whichever is greater.
3. Any insurance requirements and/or changes in the amounts of insurance coverage, required will be contained in the "Insurance" provision in the General Conditions Article 10 and Special Conditions Article 38 of this Contract Document.
4. Simultaneously with the execution and delivery of the Contract and bonds, by the Contractor, it shall submit to the BRA, certificates and other evidence that the required insurance, contained in the "Insurance" provision in the General Conditions Article 10 has been purchased. The BRA shall be named as the certificate holder.
5. The Contractor shall notify the BRA in writing at least thirty (30) days in advance of any changes in policy amounts or coverage or any cancellation and expiration date of policies required hereunder. The Contractor shall furnish to a new certificate of insurance to BRA at 12 Channel Street, Suite 901, Attn: Capital Construction Office, Boston MA 02210.

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain such insurance as will protect him/her and the BRA from claims under Workmen's Compensation Acts and from claims for damages because of bodily injury, including death, and all

property damage, including without limitation, damage to the buildings and/or facilities at and adjoining the site for construction, which might arise from the performance of this Contract and during operations under this Contract and through applicable statute of repose, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, including:

C. <u>Statutory Workmen's Compensation and Employer's Liability</u>

The Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General laws (the so-called Workmen's Compensation Act) to all persons to be employed under this Contract and shall continue in force such insurance as aforesaid, shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The Contractor shall, without limiting the generality of the foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which section is incorporated herein by reference and made a part hereof. Employer's Liability of $1,000,000 Bodily Injury by accident, $1,000,000 Bodily Injury by disease – policy limit and $1,000,000 Bodily Injury by disease – each employee.

i. If the Contractor requires the use of floating vessels (i.e., barges, tugboats, etc. or performs work on docks, piers, etc.) to carry out the work then the Contractor's Worker's Compensation Insurance shall include "Jones Act" and USL&H coverage during the life of this Contract with a limit of not less than Two Million Dollars ($2,000,000) for any one occurrence. Additionally, such vessels shall carry Protection and Indemnity (P&I) and Pollution Insurance with limits of not less than Twenty-Five Million Dollars ($25,000,000) for any one occurrence.

ii. Liability arising from labor of longshoremen on navigable waters shall be covered by insurance for compensation and other benefits under the Longshoremen and Harbor Workers Act.

D. <u>Comprehensive General Liability Insurance</u>

Comprehensive General Liability Insurance with minimum Bodily Injury Limits of $5,000,000 per occurrence,and shall include the following:

1. Public Liability (Bodily Injury and Property Damage)

2. X.C.U. (Explosion, Collapse, and Underground Utilities)
3. Independent Contractor's Protective Liability
4. Save Harmless Agreement for BRA and Architect/Engineer set forth in Article 13.2 of the General Conditions.

E. Umbrella Liability Insurance

Umbrella Liability Insurance with a minimum of $25,000,000 per occurrence and shall include the following:

1. Business Auto Liability Insurance with minimum Limits of $1,000,000 Combines Single Limit.
2. All Risk Insurance veering all Contractor's equipment with a provision for Waiver of Subrogation against the BRA.

F. Property Insurance

The Contractor shall purchase and maintain builders risk coverage or provide evidence of a property insurance policy extending coverage during the course of construction upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the BRA, the Contractor, Subcontractors, the sub-subcontractors in the Work, and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief. This insurance shall include coverage of owned or rented tools, equipment, temporary facilities, or other items, whether or not the capital value of same has been included in the Contract Price.

ARTICLE X – INDEMNIFICATION

The Contractor, at its sole cost and expense and to the full extent allowed by the laws of the Commonwealth of Massachusetts, shall indemnify, assume the defense of, and hold the BRA and the Architect/Engineer, their officers, agents, and employees harmless from any and all liabilities, suits, claims, damages, loss (including but not limited to losses arising from environmental Impairment), demands, actions (including actions for personal injury or wrongful death, actions for property damage, and any other type of claim asserted by third persons alleging a violation of law), or for any other cause, costs, fines, fees and expenses of any kind or nature whatsoever, including attorneys' fees and costs of investigation and litigation, based upon, arising out of or related to any act or omission or neglect of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for

whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder. Such agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall give prompt notice to the BRA in the event of any such injury (including death), loss or damage. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance contained in this Contract. The BRA shall give the Contractor prompt written notice of any claims made or suit instituted against it which could result in a claim of defense and indemnification hereunder. For the purposes of this indemnity provision, the term "Environmental Impairment" shall mean losses incurred by the BRA or the Architect/Engineer under federal, state or local environmental law as a result of performances of services conducted by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Contract. This paragraph shall survive any termination or expiration of this Contract.

In any and all claims against the BRA, or the Architect/Engineer or any of their officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

If the Contractor delays the progress of any work, let by the BRA under a separate contract, apart from this Contract, so as to cause loss for which the BRA becomes liable, then he shall reimburse the BRA for such loss, in such sums as the BRA shall determine to be just.

ARTICLE XI – TAX COMPLIANCE

In conformance with M.G.L. c. 62C § 49A, as may be amended, when contracting with the Commonwealth of Massachusetts or any subdivision of the Commonwealth, including a city, town or district, the Contractor must certify in writing, that it has complied with all state laws relating to taxes, reporting of employees and its own contractors, and child support as provided in **Exhibit X**, attached hereto and incorporated by reference herein.

ARTICLE XII – FOREIGN CORPORATION

The Contractor that are incorporated outside of the Commonwealth of Massachusetts must certify compliance with M.G.L. c 156D as provided in **Notice to All Bidders** section of the IFB, attached hereto as **Exhibit X** and incorporated by reference herein.

ARTICLE XIII – PAYMENT BOND AND PERFORMANCE BOND AND OTHER CONTRACTUAL REQUIREMENTS

The Contractor must provide a payment bond and a performance bond, as provided in the **Submission Requirements** of the IFB**,** issued by a surety company qualified to do business in the Commonwealth of Massachusetts, satisfactory to the BRA, and in the sum of one hundred percent (100%) of this Contract price, attached hereto as **Exhibits X and Exhibits X**, respectively.

ARTICLE XIV - EMERGENCY TELEPHONE AND CONTACTS

The Contractor shall provide to the BRA full company contact information at which the Contractor may be contacted at all times. BRA shall provide the Contractor with contact information of assigned BRA Authorized Representative(s) by which the Contractor and its employees may be contacted.

ARTICLE XV – NOTICES

All demands, notices, consents or approvals to be made hereunder shall be in writing and shall be deemed delivered hereunder if mailed postage prepaid, by overnight, registered or certified mail, return receipt requested, or delivered by hand to the addresses first set forth above, or to such other address as may be specified by either of the parties in writing. Notices shall be delivered to:

BRA

Economic Development and Industrial Corporation of Boston/Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attention: Director

Copy to: BRA
One City Hall Square
Boston, Massachusetts 02201-1007
Attention: General Counsel

Copy to: BRA
12 Channel Street, Suite 901
Boston, Massachusetts 02210
Attention: Director of Real Estate

CONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____
Attention: _____

ARTICLE XVI - ADDITIONAL TERMS AND CONDITIONS

a. Independent Contractor. The Contractor is engaged under this Contract as an independent Contractor and is not as an agent or employee of BRA.

b. Non-Discrimination and Affirmative Action/Compliance with Laws. The Contractor shall complete and sign the Certificate of Compliance with Laws set forth in **Exhibit X,** attached hereto and incorporated as a part hereof. The Contractor shall also abide by and conform with the non-discrimination and affirmative action provisions set forth in **Exhibit X** attached hereto and incorporated as a part hereof.

c. BRA's Authorized Representative. Deputy Director of Capital Construction and/or any other staff member of the BRA set forth in a written notice from the BRA's Director to the Consultant, is hereby designated as the "authorized representative" of the BRA with respect to all powers of written approval, consent or notice reserved to the BRA's Director in this Contract.

d. No Waiver. Any failure by the BRA to assert its rights for or upon any default of this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. The BRA's review, approval, acceptance, or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Contractor shall be and remain liable to the BRA for all damages incurred by the Contractor as a result of the Contractor's failure to perform in conformance with the terms and conditions of this Contract.

e. Remedies. The rights and remedies of the BRA provided for under this Contract are in addition to any other rights or remedies provided by law. The BRA may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counter-claim either during or after performance of this Contract.

f. Limited Liability of the BRA. In no event shall the BRA be liable to the Contractor for damages or loss resulting from causes beyond the reasonable control of BRA and in no event shall BRA be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause. In no event shall the total liability of the BRA in connection with this Contract exceed the Maximum Amount as provided for under Article VI of this Contract.

g. No Personal Liability. No member or employee of the BRA shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof.

h. No Employment of EDIC Personnel or BRA Personnel. During the term of this Contract, the Contractor shall not employ on either a full-time or part-time basis, any person so long as such person shall be employed by the Economic and Industrial Corporation of Boston or the Boston Redevelopment Authority.

i. Special Municipal Employee. In accordance with M.G.L. Chapter 121B, §7, third paragraph, as amended, for purposes of the State Conflict of

Interest Law (M.G.L. Chapter 268A, as amended), the Consultant shall be deemed to be a "special municipal employee."

j. Assignment. This Contract, any duties hereunder, or interest herein may not be assigned delegated by the Contractor without the prior written approval of the BRA's Director. It is acknowledged and agreed that the Contractor's services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

k. Governing Law. This Contract shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

l. Severability. If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

m. Entire Agreement. This Contract sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior and collateral agreements and representations.

n. Amendment. This Contract may not be amended or modified except by a writing signed by both parties.

o. Captions. The captions are for convenience and reference only, and shall not be used to interpret, clarify, limit or amend the contents or meaning of this Contract or any provision hereof.

p. Incorporation of Bid Documents. The General Conditions and all subsequent addenda and attachments (appendices and exhibits) are hereby incorporated by reference.

IN WITNESS WHEREOF, this Contract is hereby executed by the BRA and the Consultant / Contractor in two (2) counterparts as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY	**FIRM LEGAL NAME**
BY _____	BY _____
	TITLE _____
DATE _____	DATE _____

APPROVED AS TO FORM

By: _____
Lisa E. Herrington, General Counsel

APPENDIX B. STANDARD CONTRACT FORMS

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Form 1. Shop Drawing – Sample Catalog Cut Schedule

SHOP DRAWINGS AND SAMPLE RECORD FORM/SCHEDULE

BRA Project No._____

SUBMITTAL AND/OR SAMPLE DESCRIPTION	DATE TO BE SUBMITTED	SPECIFICATION SECTION	RETURN DATE	DISPOSITION	DATE TO BE RESUBMITTED

Form 2. Agreement for Change in Contract

CHANGE IN CONTRACT (Page 1 of 4)

CONTRACT FOR: Flagship Wharf Bulkhead Repairs Construction Change Order No. ( )

Date: _____

THE CONSULTANT

THE BRA
Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency
1 City Hall Plaza
Boston, MA 02201

THE CONTRACTOR

Name: _____

Address: _____

The BRA, and the Contractor named above, hereby mutually agree that the contract described above be, and the same hereby is, amended as follows:

The Contractor shall include, perform, furnish and install, and/or deduct, substitute, omit or exclude from the Contract as set forth below, under and in accordance with all applicable terms of the Contract Documents, at the prices listed, using therefore, the contractor and/or subcontractors named.

CHANGE IN CONTRACT (page 2 of 4)

CHANGE ORDER NO. ____ DATE: _____

All documents, written proposals and drawings referred to in this instrument, if any, are incorporated by reference herein.

The aggregate of these items is a net ADDITION of _____
AMOUNT IN WORDS: _____

The time(s) for completion is extended by this instrument as follows:

Substantial Completion: _____

Final Completion _____

It is hereby mutually agreed upon the execution of this agreement that the sums provided herein are complete, whole, fair and reasonable and that no additional claims, demands or liabilities shall be applicable for any added compensation arising from, growing out of or in any way connected with the work of this Change Order No.____. All other terms and conditions or provisions of the contract shall remain in full force and effect and shall be binding unto the parties of this contract.

ORIGINAL CONTRACT

a) Price $_____
b) Date of substantial completion: _____
c) Date of final completion: _____

TOTAL VALUE OF THE EXTRA WORK PROPOSED: $_____

Words: _____

CHANGE IN CONTRACT (page 3 of 4)

CHANGE ORDER NO. _____ DATE: _____

The work shall include:

_____
_____
_____

BREAKDOWN OF CHANGE ORDER

Materials $_____

Labor $ _____

Equipment $ _____

Administration $ _____

Subtotal $ _____

Overhead and Profit $ _____

Total $ _____

CONTRACT SUMMARY TO DATE

ORIGINAL CONTRACT $_____

CHANGE ORDER NO. ____ $_____

Adjusted contract price upon execution of this agreement will be $ _____.
Completion dates, upon execution of this agreement will be:

Substantial: _____ Final: _____

CHANGE IN CONTRACT (page 4 of 4)

CHANGE ORDER NO. _____
DATE: _____

RECOMMENDED BY ENGINEER:
GEI Consultants, Inc.
By: _____
_____

BOSTON REDEVELOPMENT AUTHORITY/ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

APPROVED AS TO THE AVAILABILITY
OF THE APPROPRIATION:

_____
Michelle Goldberg
Director of Finance

APPROVED AS TO FORM:

_____
Lisa E. Herrington
General Counsel

By: _____
Kairos Shen, Director

CONTRACTOR:

By: _____

_____
(Signature and Title)

AFFIX CORPORATE SEAL HERE:

Form 3. Proceed Order for Change in Work

Pursuant to Article V of the Contract and Article 11 of the General Conditions

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION

DATE _____

PROCEED ORDER No. _____

CONTRACT FOR Flagship Wharf Bulkhead Repairs Construction

ENGINEER GEI Consultants, Inc.

CONTRACTOR _____

Address: _____

CONTRACT DATED _____
PROJECT DATE_____

BRA
Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency
One City Hall Plaza
Boston, MA 02201

The BRA under and in accordance with Article No. _____of the GENERAL CONDITIONS orders the following Change in the Work, subject to the price and extension of time limitations stated below:

The Contractor shall immediately proceed in accordance with this order without delay and regardless of any exception to the amount(s) to be added or deducted from the contract or to the extension of time, if any.

This order is valid only if signed by the Director of the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency.

RECOMMENDED

Vendor Name

_____

BASED ON THE ARCHITECT'S RECOMMENDATION
APPROVED BY

Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency

_____
Kairos Shen, Director

Form 4. Form for General Guarantee

It is hereby guaranteed in writing that all portions of work under the Contract for Flagship Wharf Bulkhead Repairs Construction, Flagship Avenue Charlestown, MA, 02129. was completed in strict accordance with the contract documents and are of quality designated therein and shall remain free of all defects of material and workmanship for a period of one (1) calendar year from the date of Final Completion of the work defined in Article VIII of the Contract to be _____.

At no expense to the BRA, upon receipt of written notice from the BRA, forthwith repair and make good or cause to be repaired and made good, including damage to any part of said work resulting from (such) defects or their repair or the making good of same, all defects arising in the contract work specified in the contract documents due to defective materials, fabrication, assembly, installation or workmanship, and including within the term "defects" the failure of any equipment or apparatus (including any mechanical or electrical item) to produce and/or maintain specified performance capabilities or capacity.

And for the faithful performance of the covenants of this GUARANTEE, we and each of us bind ourselves, our successors, our heirs, executors, administrators and assigns.

CONTRACTOR _____ (Affix Corporate Seal Here)
ADDRESS: _____

By: _____ Date: _____

Name: _____
Title: _____

Subscribed and sworn to
before me on this ___ day
of _____, 20___.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____
(Affix Notary Seal Here)

Form 5. Form for Manufacturer Guarantee

It is hereby guaranteed in writing that all portions of the work under the Contract Flagship Wharf Bulkhead Repairs Construction, Flagship Avenue Charlestown, MA, 02129 were completed in strict accordance with the Contract Documents and are of the quality designated therein and shall remain free of all defects of material and workmanship for a period of one (1) calendar year from the Final Completion Date of the work defined in Article VIII of the Contract.

At no expense to the BRA, upon receipt of written notice from the BRA, forthwith repair and make good or cause to be repaired and made good, including damage to any part of said work resulting from (such) defects or their repair or the making good of same, all defects arising in the contract work specified in the contract documents due to defective materials, fabrication, assembly, installation, or workmanship, and including within the term "defects" the failure of any equipment or apparatus (including any mechanical or electrical item) to produce and/or maintain specified performance capabilities or capacity.

And for the faithful performance of the covenants of this GUARANTEE, we and each of us bind ourselves, our successors, our heirs, executors, administrators and assigns.

CONTRACTOR (Affix Corporate Seal Here)
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me on this ___ day of _____, 20___.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES:_____
(Affix Notary Seal Here)

Form 6. Final Release Form

Flagship Wharf Bulkhead Repairs Construction, Flagship Avenue Charlestown, MA, 02129

I, _____(Name), duly elected _____(Title) of _____(CONTRACTOR) do hereby and upon this tender of final payment for the contract named above, release and forever discharge the BRA of and from any and all claims, demands and liabilities whatsoever of every name and nature both at law and in equity, arising from, growing out of, or in any way connected with this contract, save only such claims, demands and liabilities as are expressly excepted in this instrument.

CONTRACTOR _____ (Affix Corporate Seal Here)

By: _____ Date: _____

Name: _____

Title: _____

Date: _____

Subscribed and sworn to
before me on this ___ day
of _____, 20___. NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

(Affix Notary Seal Here)

Form 7. Certificate of Legal Dumping Facilities

Flagship Wharf Bulkhead Repairs Construction, **Project Location.**

CONTRACT DATE: "PROJECT DATE" _____

I, _____, duly elected _____ (title), of _____CONTRACTOR do hereby state for the contract named above, that all refuse, rubble, debris and any other materials generated from the project site and not specified to fulfill the requirements of the project shall be legally removed and disposed of in accordance with the Contract Documents and all applicable Federal, State and Municipal Laws, rules and regulations. Evidence of dumping on the form of vouchers and/or receipts shall be maintained and presented to the BRA upon request.

The following dump site(s) will be used for the duration of work for the above project unless alternate dump sites are to be used, subject to the prior approval of the BRA.

1. _____ 2. _____
_____ _____

By: _____ (Affix Corporate Seal Here)
(Signature)

Subscribed and sworn to
before me on this ___ day
of _____, 20___.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____
(Affix Notary Seal Here)

Form 8. Affidavit of Compliance with Wage and Labor Standards Provisions

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

FOR EVERY PAY ESTIMATE:

Contractor: _____

Pay Estimate No. _____

Period _____ to _____

Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies compliance with the Wage and Labor - Standards Provisions of the Contract as outlined in Article 4.4 – Labor, of the General Conditions for the period covered above.

ATTEST
BY_____

Name: _____

Title: _____

Subcontractor: _____

Address: _____

(Type or print name and title underneath all signatures)

Form 9. Subcontractors' Affidavit of Compliance with Wage and Labor Standards Provisions

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

FOR EVERY PAY ESTIMATE:

Contractor: _____

Pay Estimate No. _____

Period _____ to _____

Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies compliance with the Wage and Labor - Standards Provisions of the Contract as outlined in Article 4.4 – Labor, of the General Conditions for the period covered above.

ATTEST
BY_____

Name: _____

Title: _____

Subcontractor: _____

Address: _____

(Type or print name and title underneath all signatures)

Form 10. Affidavit of Payment to Subcontractors and Suppliers

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

FOR EVERY PAY ESTIMATE AFTER THE FIRST:

Contractor _____

Pay Estimate No. _____

Period _____ to _____

Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all material and equipment furnished, for all work, labor and services performed, to his/her Subcontractors and Suppliers from payment made by the BRA for the previous Pay Estimate No. ____ . As evidence of such payment the undersigned submits the attached form(s) of Affidavit, on which each applicable Subcontractor and Supplier attest to such payment, by affidavit or receipt, as applicable.

EXCEPTIONS: (If none, write "NONE" here).

_____

_____

BY:_____

Name: _____

Title: _____

(Type or print name and title underneath all signatures)

Form 11. Subcontractors' and Suppliers' Affidavit of Payment

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

FOR EVERY PAY ESTIMATE AFTER THE FIRST:

Contractor _____

Pay Estimate No. _____

Period: _____ to _____

Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies that, except as listed below, he/she has been paid in full or has otherwise been satisfied for all material and equipment furnished and/or for all work, labor and services performed on said above Contract, as of the closing date of the above Pay Estimate.

EXCEPTIONS: (If none, write "NONE" here).
_____
_____

COMPANY_____

Address:_____

Type of Subcontract work or material supplied during period:
_____
_____

ATTEST BY_____
Name: _____
Title: _____

Form 12. Certification of Conformance of Materials or Equipment to Specifications or to an “Or Equal” Agreement

TO BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square, Boston MA 02201

Contractor: _____

Contract Name: **FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129**

Type/use of material or equipment to be supplied:
_____
COMPANY: _____
MANUFACTURER/SUPPLIER:_____
ADDRESS: _____ TELEPHONE: _____
Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies that, to the best of his/her knowledge and belief, the enclosed manufacturer's/supplier's data (drawings, specifications, other detailed information) specifically requested by the BRA indicates that the _____ (material) (equipment) is in full conformance with the Specifications or in conformance to the extent of a prior "or equal" agreement between the BRA and the Contractor.

The data, as required by the Contract, contains the name and brand of the product, its place of origin, the name and address of the producer as well as the detailed information adequate to permit the BRA to verify total conformance or to pass upon its acceptability as an "equal".

The undersigned also certifies that only the (material) (equipment) as described in the attached data and/or presented as a sample herewith will be used in the Contract work for the purpose herein stated, all future deliveries and usage to be identical thereto.

ATTEST: By _____
Print Name and Title _____

Form 13. Certificate of Substantial Completion

TO: BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square Boston, MA 02201

CONTRACTOR: _____

Contract Name: **FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129**

Project Area: Boston, MA
Contract Date: _____
Engineer/Consultant: **CONTRACTOR NAME**
Contractor: _____
Date of Issuance_____

PROJECT OR DESIGNATED AREA SHALL INCLUDE
The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as: _____ which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION
The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the BRA and Engineer/CONSULTANT when construction is sufficiently complete, in accordance with the Contract Documents, so the BRA may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the BRA and verified and amended by the Engineer/CONSULTANT, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONTRACTOR NAME

BY: _____
DATE: _____

The Contractor will complete or correct work on the list of items appended hereto by_____.

CONTRACTOR NAME

BY: _____
DATE: _____

The BRA accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof on _____.

BY_____ Date: _____

Name: _____

Title: _____

(Print or type names underneath all signatures)

Form 14. Contractor's Final Payment Certificate

TO BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square Boston, MA 02201

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

Contract Date: _____
Pay Estimate Number _____

This is to certify that all of the work under this Contract has been satisfactorily completed in accordance with the Specifications and that this is a true and correct final pay estimate.

We further certify that all just and lawful bills for labor, materials, and equipment employed in the performance of this Contract and covered by this Final Estimate have been paid in full.

CONTRACTOR: _____

BY_____

Name: _____

Title: _____

(Type or print name and title underneath all signatures)

Form 15. Consent of Surety to Final Payment

TO BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square, Boston, MA 02201

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

Mass R-____ Contract Date: _____
Bond Number: _____ Contractor: _____

In accordance with the provisions of the Contract for construction between the BRA and the Contractor named above, the _____
_____ (Name and Address of Surety Company) Surety Company on bond of CONTRACTOR hereby approves of final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the BRA, as set forth in the Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 202___.

Surety Company: _____

ATTEST:

_____
Signature: of Authorized Surety Company Representative
Name: _____
Title: _____
Subscribed and sworn to before me on this ____ day of_____, 20___.
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES:_____ (Affix Notary Seal Here)

Form 16. Affidavit of Payment of Debts and Claims

TO BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square, Boston, MA 02201

FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

Contract Date: _____
Bond Number: _____ Contractor: _____

COMMONWEALTH OF MASSACHUSETTS COUNTY OF SUFFOLK
Pursuant to the terms and conditions of the Contract for construction, the undersigned hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all material and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the BRA or its property might in any way be held responsible.

EXCEPTIONS: (If none, write "NONE" here). The BRA requires that the Contractor must furnish bond satisfactory to the BRA and sufficient to cover each exception.
_____

CONTRACTOR
Name: _____
Address: _____
By: _____ Date: _____
Name: _____Title: _____

Subscribed and sworn to NOTARY PUBLIC: _____
before me on this ___ day
MY COMMISSION EXPIRES:_____ of _____, 20___. (Affix Notary Seal Here)

Form 17. Release and Waiver of Liens

TO BRA
Boston Redevelopment Authority d/b/a Boston Planning & Development Agency, One City Hall Square, Boston, MA 02201

Contract Date: _____
FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

In consideration of final payment to the undersigned by the BRA upon which this Release is conditioned, the undersigned:

1. Accepts said payment as full, final and complete payment of all compensation payable under the provisions of the Contract referred to above, including all amendments, modifications, and change orders executed thereto;
2. Fully releases and discharges without condition beyond receipt of final payment the BRA and its Consultants, and any representative, agent, or servant thereof from any claims, demands, causes of action of every kind and nature arising directly or indirectly out of said Contract; certifies that its subcontractors and all parties who have furnished material, equipment, or labor in connection with any work covered by the aforementioned Contract Documents, have been paid in full; and
3. For themselves and on behalf of their agents, assigns, servants, employees or subcontractors, forever waivers and relinquishes any and all liens, stop notices, levies or attachments and any and all rights to claim or file for the same that any of them may now or hereafter have against the BRA or the property thereof.

IN WITNESS WHEREOF, the Contractor has set its hand this ____ day of _____, 20___.

CONTRACTOR: _____
Authorized Company Signature_____
Name and Title: _____
Subscribed and sworn to NOTARY PUBLIC: _____
before me on this ____ day of _____ 20___.
MY COMMISSION EXPIRES: _____ (Affix Notary Seal Here)

Form 18. Contract Completion Certificate

CONTRACTOR: _____
ADDRESS: _____

Contract Date: _____
FLAGSHIP WHARF BULKHEAD REPAIRS CONSTRUCTION, FLAGSHIP AVENUE CHARLESTOWN, MA, 02129

Dear Sirs:

All work covered by the subject Contract was tendered for our acceptance.
In order that the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency may proceed with final closeout of the subject Contract, we would appreciate your signing one copy of this Contract Completion Certificate and returning it to me.

Very truly yours,

Boston Redevelopment Authority
d/b/a Boston Planning & Development Agency

“Agency Contact”
Contract Manager

This certifies that all work completed under Contract BRA PROJECT #1324 is in accordance with the Contract Plans and Specifications.

CONTRACTOR: _____

By: _____ Date: _____

Name: _____
Title: _____
(Print or type names underneath all signatures)

Form 19. Application of Payment

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): PROJECT: APPLICATION NO: Distribution to:
☐ OWNER
PERIOD TO: ☐ ARCHITECT
☐ CONTRACTOR
FROM (CONTRACTOR): VIA (ARCHITECT): ARCHITECT'S ☐
PROJECT NO: ☐

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month ·			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ _____
2. **Net change by Change Orders** ..... $ _____
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ _____
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ _____
   (Column G on G703)
5. **RETAINAGE:**
   a. ____ % of Completed Work $ _____
   (Column D + E on G703)
   b. ____ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or
   Total in Column I of G703) ..... $ _____
6. **TOTAL EARNED LESS RETAINAGE** ..... $ _____
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ _____
8. **CURRENT PAYMENT DUE** ..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ _____
   (Line 3 less Line 6)

State of: County of:
Subscribed and sworn to before me this day of ,19
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1983

CONTINUATION SHEET *AIA DOCUMENT G703* PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD FROM:
TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				

Form 20. Performance Bond

Bond No.:_____
KNOW ALL MEN BY THESE PRESENT:
That we, CONTRACTOR, as Principal, and as Surety, are held and firmly bound unto the Boston Redevelopment Authority, Boston, Massachusetts, as Obligee, in the sum of ($_____), well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators, successors, and assignees, jointly and severally, firmly by these presents.

This OBLIGATION is UPON the CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, shall faithfully furnish and perform everything required to be furnished and performed by them under the provisions of said contract, then this obligation shall be void, otherwise it shall remain in full force and effect.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this instrument at Boston, MA, this day of _____, 202___

Contractor_____
BY: _____
Principal
Title: _____

Surety Company: _____
BY: _____
Attorney - in – Fact

Form 21. Payment Bond

Bond Number.:_____
KNOW ALL MEN BY THESE PRESENTS:

That we, CONTRACTOR_____, as Principal, and, _____, as Surety, are held and firmly bound unto the Boston Redevelopment Authority, Boston, Massachusetts, as Obligee, in the sum of _____ Dollars ($_____) well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the CONTRACT annexed hereto as the contractor and all subcontractors under said CONTRACT shall faithfully perform everything required of them to be performed under ALL ARTICLES of said CONTRACT and if said Contractor and all subcontractors on the work under said CONTRACT, shall pay for all labor performed or furnished and materials used so employed in the work under said CONTRACT, including lumber so employed which is not incorporated in such work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the contractor or subcontractor for use as a component part of the work under said CONTRACT so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into such work, but only to the extent of its purchase price less its work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the CONTRACT DOCUMENTS or any changes therein duly made; and shall pay the transportation charges for materials used or employed therein duly made; and shall pay the transportation charges for materials used or employed therein which are consigned to the contractor or to a subcontractor who has a direct contractual relationship with the contractor, and shall pay all sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such work; and shall pay the transportation charges directly related to such rental or hire and shall pay all sums due trustees or other persons authorized to collect such payments from the contractor or subcontractor, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty (120) consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the contractor or subcontractors, and if the contractor shall pay, or cause to be paid, all rental and transportation charges for the hire or use, in the carrying out of the work under the said CONTRACT, of dump trucks, whether such charges are incurred by the

contractor, subcontractors or suppliers or transporters of material to be incorporated in such work, this obligation shall be null and void; otherwise it shall remain in full force and effect.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said CONTRACT or to the work to be performed thereunder or the CONTRACT DOCUMENTS accompanying the same shall in any ways affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said CONTRACT or to the work required in the CONTRACT DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Boston, Massachusetts this day of_____, 202__.

CONTRACTOR

Principal _____

BY _____

Surety Company _____

BY _____

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APPENDIX D. GENERAL CONDITIONS

The following Articles, Number 1 through 14 inclusive, are the **General Conditions** of the Contract. Any and all references to **General Conditions** in the Contract Documents shall be considered as references to the contents of Articles 1 through 14, inclusive, and all requirements and conditions set forth herein shall be binding, except to the extent modified and/or amended in and by the **SPECIAL Conditions**.

1. CONTRACT DOCUMENTS

1.1 Definition of Term

The words Contract Documents, wherever used, shall include, but not necessarily be limited to the following:

PART A - BIDDING REQUIREMENTS AND DOCUMENTS, CONTRACT FORMS, GENERAL CONDITIONS, AND SPECIAL CONDITIONS.

PART B – TECHNICAL SPECIFICATIONS

All Contract Drawings and Contract schedules as prepared by the Architect/Engineer and his/her authorized Consultants.

All addenda issued by the BPDA prior to the time established for receipt of general bids.

All modifications to the Contract Documents after award of Contract, which bear the written approval of the BPDA, including supplementary drawings, specifications, and written instructions. A modification is (1) a written amendment to the Contract executed by the Contractor and the BPDA and assented to in writing by the Contractor's surety; (2) an order for change in Contract pursuant to Article 2; or (3) a written interpretation issued by the Architect pursuant to Article 3.2.

1.2 Terms by Applicable Law

The Contract Documents shall be deemed to include all applicable provisions of law, including, without limitation, Sections 39F and 39K through 39P, inclusive, of Chapter 30 and Chapter 149 §29 and §44A-44J, and Chapter 802 of the General Laws, of the Commonwealth of Massachusetts as amended, and Federal Laws where Federal monies are involved.

1.3 Information and Instructions for Contract Documents

In cases of conflict within the parts of the Contract Documents as to the extent or location of materials, the following order of precedence shall govern.

A. Large scale drawings over small scale drawings.
B. Small scale drawings over finish schedules.
C. Finish schedules over Specifications.

In cases of conflict within the parts of the Contract Documents as to the quality and/or quantity of materials to be supplied, the quality specified in the Specifications and the greater quantity shall prevail.

The Contractor shall carefully study all Contract Documents and other instructions from the Architect such special information, detailed drawings, etc., as may be necessary for the proper performance of the work.

The Contract Documents are complementary, and what is required by any shall be as binding as if required by all.

Where drawings show outline or descriptive representations of repetitive features, the Contractor shall construe them in exact accordance with the corresponding features which are common to similar items or materials and which are completely drawn and specified.

Where the statement "Consult Drawing No. _____" or "Refer to Drawing No. _____" occurs in the Specifications, such reference to a Drawing has been made solely for the convenience of bidders to help them identify the item under consideration and to locate the typical detail of such

item in the set of Contract Drawings. It is not the intention of such references, however, to list each and every Drawing on which a certain item may occur.

Reference in the Contract Documents to laws, codes, ordinances, standard specifications and manufacturer's instructions shall mean the latest edition and revisions in effect on the date established for receipt of general bids.

The terms "as shown", "as indicated", "as detailed", unless otherwise defined in the context, shall mean "as shown (or as indicated, or as detailed) on the Drawings".

All headings of articles, paragraphs, and subparagraphs in the Specifications, commencing with Section 1A, shall be deemed to be part of the ensuing text and shall be taken into consideration in the interpretation or construction thereof.

The word "provide" shall mean furnish and install, unless otherwise specified.

1.4 Copies of Documents Furnished

The BPDA shall furnish to the Contractor, free of charge, a sufficient number of copies of Contract Documents for his own use and his subcontractors.

In addition, the BPDA shall furnish to the Contractor a reproducible transparency and one black line print, each, of details and clarification drawings issued after the award of the Contract. The Contractor shall, at his own expense, provide and distribute such number of prints or reproductions of these transparencies as required for his own and his subcontractors' use.

The BPDA shall furnish to the Contractor, in addition to the above, one (1) copy of Contract Drawings for use for the preparation of record "as built" drawing as defined under Article 4.11.

2 THE OWNER – BOSTON PLANNING AND DEVELOPMENT AGENCY

2.1 Definition of Term

The Boston Planning & Development Agency "BPDA", will be represented by its

Director, or his authorized representative either in the person of the Project Manager or other designee, referred to in the Contract Documents, as the "BPDA".

2.2 BPDA's Right and Authority; Time for Decisions; Supervision; Delay in the Work; Use and Occupancy Prior to Final Completion

The BPDA, and his authorized representatives, shall have access to the premises at all times, and shall have the authority to stop, alter, revise and in any way affect the progress of the work or any portion thereof, if it is not being performed in conformity with the requirements of the Contract Documents.

The BPDA, the Commissioner of Labor & Industries for the Commonwealth of Mass. or any of their authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination excerpts, and transcriptions.

Pursuant to G.L.C. 30 & 39P: Every contract subject to Section Forty-four A (Section 44A) of Chapter One Hundred Forty-nine (Chapter 149) which requires the BPDA, and/or its Architect/Engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days (30) after the written submission for decision. But if such decision requires extended investigation and study, the BPDA, and/or the Architect/Engineer shall, within thirty (30) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

In giving instructions, the Architect/Engineer shall not have the authority to make any change in the work, whether or not involving extra cost, without prior written authorization of the BPDA in each instance.

Pursuant to G.L.C. 30 & 39O: The BPDA may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it

may determine to be appropriate for the convenience of the BPDA; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the BPDA to act within the time specified in this Contract, the BPDA shall make an adjustment in the Contract price for any increase in the cost of performance of this Contract but shall not include any profit to the Contractor on such increase, and provided further, that the BPDA shall not make any adjustment in the Contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.

It is understood and agreed that when any portion of the work is in a reasonable condition, in the opinion of the BPDA, to receive any furnishings or equipment or other property of the BPDA, not included in this Contract, the Contractor shall provide all reasonable facilities and protection therefore.

The Contractor agrees to permit the use and occupancy of the project, or any portion thereof, by the BPDA, prior to final completion of the work, in accordance with the following terms:

The BPDA will, prior to any such partial use or occupancy, give written notice to the Contractor, indicating the areas intended to be used and occupied and commencement date(s)) of such use.

Upon receipt of such notice of intent from the BPDA, the Contractor shall promptly secure and submit to the BPDA endorsement from the insurance carrier(s)) and written consent from the surety, permitting occupancy and use of the project, or any designated portions thereof, by the BPDA, until final acceptance of the project.

The Contractor shall maintain all insurance, required under the Contract, for all portions used or occupied by the BPDA. Such occupancy shall not affect the various guarantee periods called for by the Contract Documents.

The occupancy of the project, or any portion thereof, by the BPDA shall not be construed as final acceptance of work, nor relieve the Contractor of his obligation

to perform any work required by the Contractor but not completed at the time of occupancy. Before such occupancy, the BPDA will give the Contractor a written list of items to be completed prior to Final Completion, in, and with respect to, the areas to be occupied prior to the stipulated date of Final Completion of the work.

The Contractor shall be relieved of all maintenance costs on the part(s) of the project so occupied.

The Contractor shall not be responsible for wear and tear or damage resulting solely from such occupancy.

The Contract price will be adjusted with respect to heat, light, and water furnished in and to the portion(s)) of the project so occupied.

After the project, or portions thereof, has been taken over for occupancy by the BPDA, it shall be the obligation of the BPDA to keep the occupied portions clean.

2.3 Clerk-of-the-Works

A Clerk-of-the-Works or Resident Engineer may be engaged by the BPDA for this project. In the event that a Clerk-of- the-Works or Resident Engineer is so engaged, he shall work under the Architect/Engineer's direction but he shall not, however, have any authority to order any changes in the work, nor to make any decision relating to the arrangement, design or construction, or to the disposition of materials or workmanship, or to the conduct of work, without the prior written authorization of the BPDA.

3 THE ARCHITECT/ENGINEER

3.1 Definition of Term

The firm named as such in the Contract Documents and on the drawings is the Architect/Engineer of the project.

References in the Contract Documents to the "Architect" and/or the "Engineer" or to the "architect" and/or the "engineer" shall be construed to be synonymous and

interchangeable. The references or titles as noted above, shall mean and refer to the individual and/or the consultant and/or the firm preparing and signing the Contract Drawings and Specifications.

In the event of the termination of the employment of the Architect/Engineer, the BPDA shall appoint an Architect/Engineer whose status under the Contract Documents shall be that of the former Architect/Engineer. For the information of the Contractor(s), the agreement(s) between the BPDA and the Architect/Engineer is hereby incorporated herein by reference. A copy of the same will be shown to the Contractor upon his request. Nothing in these Contract Documents shall create any contractual relation between the Architect/Engineer and the Contractor.

3.2 Interpretations; Time for Decisions, Approvals

The Architect/Engineer shall interpret the Specifications beginning with Section 1A, and the Drawings, including detailed developments thereof, provided, however, that in case of any disagreement between the Architect and the Contractor, the Contractor shall have the right of appeal to the BPDA whose decision shall be final and binding.

Written interpretations necessary for the proper execution or progress of the work by drawings or otherwise will be issued with reasonable promptness by the Architect/Engineers.

In giving instructions, the Architect/Engineer shall not have the authority to make any change in the work, whether or not involving extra cost, without prior written authorization of the BPDA in each instance.

4 THE CONTRACTOR

4.1 Definition of Term

Unless specifically noted or evidenced to the contrary in the Contract Documents, the word "Contractor" means the successful general contractor who executes the Contract.

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without prior written consent of the BPDA. In the event that the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

4.2 General Responsibility

The Contractor, all subcontractors, and all parties employed on the work, whether directly employed or as a subcontractor, shall perform their work in a good and workmanlike manner and in accordance with the Contract Documents.

If the Contractor observes that the Contract Drawings and specifications are ambiguous, or are at various with each other, he shall promptly notify the Architect/Engineer and the BPDA, in writing, requesting written interpretation. Upon receipt of the written interpretation, he shall perform the work in accordance with the written interpretation. Should the Contractor proceed with which work, without receiving a written interpretation, he shall bear all costs arising from the correction and re-execution of the work performed.

4.3 Supervision & Construction Procedures

The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, safety procedures, and for coordinating all portions of the work of the Contract.

4.4 Labor

Unless specifically noted to the contrary, the Contractor shall provide and pay for all labor.

4.4.1 Wage Rates

The rate per hour of the wages to be paid to mechanics and apprentices, teamsters, chauffeurs and laborers in the work to be performed under this Contract shall be not less than the rate of wages in the schedule contained in the Contract Documents in Appendix G. entitled **Prevailing Wage Report**. Prevailing rates of wages for work performed under this Contract will be as predetermined by the Commissioner of Labor and Industries of Massachusetts in accordance with the provisions of General Laws, Chapter 149, Sections 26 to 27D inclusive, as amended, as set forth under the Classification of Occupations, General and State. This schedule shall continue to be the prevailing rate of wages for said employees during the life of this Contract. The Contractor shall keep posted on the site of the work a legible copy of said schedule of "Prevailing Wage Rates and Health and Welfare Fund and Pension Fund Contributions". Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council. Wherever rates for journeymen or apprentices are not listed, and if any other labor is not included in this list, the Contractor shall insert the rates of all those employed on the work. If the Contractor finds it necessary, during the progress of the work, to secure a prevailing wage rate for some additional classification, he shall make a request for such additional classification to the BPDA, who, in turn, will obtain the additional classification and corresponding prevailing wage rate from the Commonwealth of Massachusetts, Department of Labor and Industries, and advise the Contractor accordingly. Such additional classifications and prevailing wage rates shall then be considered a part of the Contract and the Contractor shall have no claim for additional compensation because of the additional classifications and prevailing wage rates.

When a question arises as to the classification in the schedule of the Department of Labor and Industries in which any employee is to be included, the decision shall be made by the Department of Labor and Industries, through their authorized representative. Payments by employers to health and welfare and pension plans

under collective bargaining agreements or understandings between organized labor and employers shall be included for the purposes of establishing prevailing wage rates as herein provided. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare and pension plans as provided heretofore, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare and to a pension plan, where such payments are included in said rates of wages, shall pay the amount of said payment directly to each employee engaged in said construction.

The Contractor shall pay to any reserve police officers employed by him, if any, the prevailing wage rate paid regular City of Boston police officers. Such police officers shall be covered by Workmen's Compensation Insurance and Employer's Liability Insurance by the Contractor.

The Contractor shall keep on file at the site the wage rates and classifications of all labor employed on this work in order that they may be available for inspection by the BPDA or the Architect/Engineer.

The Contractor shall certify on a form provided by the BPDA that required prevailing wages are paid to all employees referred to in this section 4.4. The Contractor and each Subcontractor shall furnish to the Commission of Labor and Industries within fifteen (15) days after completion of its portion of the work a Statement of Compliance, copy to the BPDA, executed by the Contractor or Subcontractor or by any authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages. The form of the Statement of Compliance is included within these specifications. Schedule of Prevailing Wage Rates are listed under Contract Forms in Part A of these specifications.

Payrolls and basic records relating to the work of this Contract will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of

contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the BPDA has found that the wages of any laborer or mechanic includes the amount of any costs reasonably anticipated in providing benefits under a plan program, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor will submit weekly a copy of all payrolls to the BPDA's Agent. The Contract shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work herein performed. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standards clause of the Contract available for inspection by authorized representatives of the BPDA and the Department of Labor & Industries, and will permit such representatives to interview employees during working hours on the job.

4.4.2 Working Hours

No laborer, workman, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the Contractor, subcontractor of other person doing or contracting to do the whole or part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one day, or more than forty- eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

Unless otherwise required under the Contract Documents, or directed in writing by the BPDA, all work shall be done during regular working hours. However, if the Contractor desires to carry on the work outside of regular working hours or on Saturdays, Sundays, or holidays, he may submit application to, and obtain written

permission from the BPDA, but shall allow ample time to enable satisfactory arrangements to be made for inspecting work in progress and shall bear all costs with respect thereto.

The Contractor shall pay all employees covered in Paragraph 4.4that are working more than forty (40) hours in a week or are working on Sundays or holidays a minimum rate of one and one half (1 1/2) times the prevailing wage scale established.

"Holidays" shall be defined as official holidays of the Commonwealth of Massachusetts and/or the City of Boston.

The Contractor shall pay for any additional costs incurred by the BPDA due to work performed outside of regular working hours, including, but not limited to, testing and regular inspection of the work.

It is anticipated that work will be performed weekdays between the hours of 7:00 a.m. and 3:30 p.m., and that night work and work on Saturdays, Sundays, and legal holidays will not be required to complete the work except as may be specified in the SPECIAL Conditions. No work may be accomplished nor may any of the Contractor's personnel be on-site outside of the normal workday and workweek unless specific written approval has been given by the BPDA in each instance. Should it be necessary to perform activities on site for extended daytime work, night work, or work on Saturdays, Sundays, and legal holidays, this work shall be scheduled with the Engineer at least one week in advance if reasonably possible and not less than seventy-two hours in advance. Any lighting, safety provisions, and other facilities that the BPDA deems necessary for performing such work shall be provided by the Contractor. For extended daytime work, night work, work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment, but compensation therefore shall be considered as having been included in the prices stipulated for the appropriate times of work as listed in the bid.

If it should be necessary in order to complete the work within the time limits stipulated in the Contract or to complete any portion of the work in its various

stages in time to avoid delaying the work of other trades, work shall be performed outside normal working hours without additional cost to the BPDA. This work shall be accomplished at the direction and subject to the requirements of the BPDA, as noted in the preceding paragraph 4.4 and the requirements of the Contract.

4.4.3 Equal Employment Opportunity

The Contractor shall assume, and shall require each subcontractor to assume the obligation to take whatever affirmative actions are necessary to ensure that employees, and applicants for employment, under this Contract are treated equally irrespective or race, color, religious creed, national origin, sex, age, or ancestry. The term "treated" shall mean and include, without limitation, the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or otherwise; selected for training, whether in the form of rates of pay or otherwise; selected for training, whether in the form of rates of pay or otherwise; selected for training, (including apprenticeship); promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Neither the Contractor, nor any subcontractor, shall discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age or ancestry.

The Contractor and all subcontractors shall carry out the requirements specified hereunder pertaining to equal employment with the diligence that they apply to any other part of the Contract.

The Contractor and each subcontractor shall furnish the information and reports required hereunder.

If the Contractor does not comply with the provisions specified hereunder, the BPDA, may take whatever action it deems appropriate in the circumstances including, without limitation, cancellation, termination, or suspension of the resulting Contract, in whole or in part. The Contractor shall take such action with respect to any subcontractor which does not comply with the provisions specified hereunder as the BPDA may direct.

"Affirmative Action" shall include, but not be limited to the following:

The Contractor and its Subcontractors shall adhere to the provisions of the City of Boston Minority Participation and Resident Preference Section of the Contract Documents and shall maintain the following ratios of workforce hours in each trade: 1) at least fifty-one percent (51%) of the total work hours of journey people and fifty-one percent (51%) of the total work hours of apprentices in each trade on the Project must be Boston residents; 2) at least forty percent (40%) of the total work hours of journey people and forty percent of the total work hours of apprentices in each trade on the Project must be people of color; 3) at least twelve percent (12%) of the total work hours of journey people and twelve percent (12%) of the total work hours of apprentices in each trade on the Project must be by women.

The Contractor and all subcontractors shall, when advertising for employees, do so in such a manner as will effectively alert potential minority group applicants for employment of job openings, job training opportunities and the like.

The Contractor and all subcontractors shall have significant minority group representation at all skill levels in all categories of their work forces throughout their work under this Contract.

The Contractor and all subcontractors shall recruit employees from minority groups and employ them at all skill levels in all categories of their work force. The Contractor shall within the overall workforce, seek to employ residents of the City of Boston whenever possible.

When notified from time to time by the BPDA, the Contractor, or the contractors, and any subcontractors shall confer with the BPDA and/or his authorized representatives for purposes of evaluation and review of compliance with the requirements specified hereunder.

Simultaneously with each filing of the monthly periodic estimate for payment, the Contractor shall complete and file with the BPDA, and shall cause each subcontractor to complete and file with the BPDA, a compliance report detailing minority and female participation on the project in the form required by the BPDA.

Whenever the Contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workings or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies as the BPDA may require, provided that to the extent such information is within the exclusive possession of a labor union or agency, referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the BPDA as part of his Compliance Report, and shall set forth what efforts he has made to obtain such information.

The BPDA may require that the Contractor or subcontractor submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor or subcontractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religious creed, national origin, sex, age or ancestry and that the signer either will affirmatively cooperate in the implementation of the policy and provisions specified hereunder of that it consents and agrees that recruitment, employment and the terms and conditions of employment under the Contract shall be in accordance with the purpose and provisions specified hereunder. In the event that the union or agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the BPDA may require.

The Contractor and each subcontractor shall post in conspicuous places at his place of business and at the job site and shall send to each labor union or other representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice which shall be provided by the BPDA which shall set forth the Contractor's and subcontractor's obligations specified hereunder.

4.4.4 Lodging, Boarding, and Trading of Employees

Every employee in the work to be performed under this Contract shall be allowed to lodge, board and trade where and with whom he elects and the Contractor shall not directly or indirectly require, as a condition of employment in said work that an employee shall lodge, board or trade at a particular place or with a particular person.

4.4.5 Preference in Employment

The Contractor and each subcontractor shall give preference in the employment of mechanics and apprentices, teamsters, chauffeurs and laborers to residents of the City of Boston and to citizens of the Commonwealth who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment and who are veterans as defined in clause Forty-three of Section Seven of Chapter Four of the General Laws and who are qualified to perform the work to which the employment relates; and then to citizens of the Commonwealth generally, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

Specific requirements shall be as set forth in the conditions.

4.4.6 Discharge of Employees

Upon receipt of written request of the BPDA, the Contractor shall discharge any person of his employ who appears to the BPDA to be disorderly, intoxicated, careless, or incompetent or to be employed in violation of any of the terms of this Contract.

The committing of nuisances on the land of the BPDA, or within tenant lease areas or adjacent property shall be rigorously prohibited and adequate steps taken to prevent it. The use, sale, or distribution of illegal controlled substances by any person in the Contractor's employ on this Contract is also prohibited. Any employee found violating these prohibitions shall be discharged and not employed again on work under this Contract.

4.5 Materials and Equipment; Substitutions; Equals

Unless otherwise specifically noted, the Contractor shall provide and pay for all materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

Where references are made on the drawing or in the Contract Specifications to standard specifications, codes, requirements, etc., of the U. S. Government, State or Local authorities or professional and industrial societies and associations, the applicable portions thereof shall govern fully as if they were recited at length herein, and shall include all revisions thereto issued as of the date of the advertisement for bid proposals pertaining hereto. In cases of any conflict the highest quality or greater quantity shall prevail, as determined by the Architect/Engineer for the completion of work.

Except where otherwise specifically provided to the contrary, the words "or equal" are hereby inserted immediately following the naming or describing of each article, assembly, system or component part thereof, in the Contract Documents. The Contractor shall submit, to the BPDA, for determination as to its equality, a written notice containing the name and full particulars, pertaining to any item (or items) (other than the specific or specifics named or described therefore in the Contract Documents), one hundred and twenty (120) days in advance of the time of its incorporation in the work, by the Contractor or subcontractor as the case may be. All submissions shall be transmitted through the Contractor to the Architect/Engineer to the BPDA.

All substitutions submitted on the basis of "or equal" to that which was specified in the Contract Documents shall be clearly identified as a substitute.

In any case in which (1) the period of time specified in the Contract Documents for final completion of the work is less than 120 days, or (2) the item or items in questions is to be incorporated in the work prior to the expiration of the first 120 days from the time of the approval of the Contract, the written notice shall be submitted through the Contractor to the Architect to the BPDA immediately following the execution of the Contract by the BPDA.

Upon receipt of such written notice, the BPDA will, in consultation with the Architect/Engineer conduct, or cause to be conducted, a reasonable investigation to determine whether the item or times in question shall be considered by the BPDA equal to the item or items named or described in the Contract Documents. Upon conclusion of the investigation, the BPDA will submit written notification to the Contractor and to the Architect advising that the item or times in question is, or is not, determined the equal item or items, may, or may not, be furnished on the work accordingly. The determination of the BPDA is final.

In no case shall any item be furnished on the work other than the item named or described as aforesaid, unless the BPDA shall determine the item to be the equal of the item named or described, as provided by Law.

The expense of proving to the BPDA the equality of materials offered as substitutions, to the specific or specifics named in the Contract Documents, shall be borne by the Contractor or subcontractor(s) submitting the substitution.

The Contractor is responsible for the performance of any approved substitutions, and shall assume all additional costs including those of other trades due to such substitutions.

No materials or supplies shall be purchased under a conditional sales contract or other agreement by which an interest is retained or maintained by the Seller. The Contractor warrants that he has good title to all materials supplied or used by him, free and clear of all interest, claims, or encumbrances.

4.6 Laws, Permits, and Licenses

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations, relating to the work of the project, including, without limitation, the requirements of M.G.L. 30 and Commonwealth of Massachusetts Building Code. The Contractor is responsible for obtaining and paying for all applicable permits.

If the Contractor performs any contrary to the applicable laws, ordinances, rules and regulations, he shall bear all loss resulting therefrom. However, it shall not be

the responsibility of the Contractor to make certain that the Contract Documents are in accordance with such laws, ordinances, rules and regulations.

The Contractor shall pay all applicable federal, consumer, use and other taxes required by law, from which the Boston Planning and Development Agency of Boston is not exempt. The BPDA is exempt from the provisions of the Massachusetts Sales Tax. A Certification of Exemption will be provided by BPDA on request from the successful contractor.

The Contractor, and each subcontractor, (unless it is indisputably clear from the particular subcontractor's section of the specifications that he is not required to do so) shall each obtain and pay for all permits and licenses of a temporary nature necessary for the performance of their own particular work.

All personnel shall be licensed as required by the applicable provisions of the Massachusetts Building Code. The project superintendent shall have a minimum of a B.C. License.

4.7 Project Management

The Contractor shall be represented at the project site at all times by a competent administrative project superintendent, satisfactory to the BPDA, who shall have general charge of the project operation. The administrative project superintendent shall be furnished with a sufficient number of competent assistants. No change shall be made in the administrative project superintendent or staff without prior written approval of the BPDA.

Project Management shall be as set forth in the SPECIAL Conditions, if so described.

The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract. The Contractor's administration, supervision, direction and coordination shall apply to all the work, including work performed by Subcontractors and Sub-subcontractors and shall extend to the procurement and delivery of all material and equipment which is to be incorporated into the work. The Contractor shall maintain

at all times a sufficient and efficient field force with extensive knowledge of all the types of work required by and under this Contract.

Carefully study all Contract Documents and all specific requirements contained therein, together with all other instructions and orders issued by the BPDA. Procure from the BPDA and/or Engineer such special information, detailed drawings, and other directions as to the order and manner for the proper performance of the work.

Commence the work forthwith, give all notices, take out all permits, pay all charges and fees, pay all electricity, telephone and utility fees and other rates therefore, give continuous personal supervision to the project, keep a competent foreman and sufficient number of competent employees thereon, coordinate the work amongst all trades, carry on the work with all proper speed and in diligence in accordance with the requirement of law.

Confer with the BPDA and the Engineer at such times, as the progress of work requires, but not less than once weekly during the term of the project. A time and day will be established for weekly construction meetings upon the commencement of work.

Conduct the work in such manner as not to interfere with other work being done for the BPDA or the surrounding businesses in the area by Contract, or otherwise, and if deemed necessary by the BPDA by written notice or specified herein, this Contract shall conform to the progress of said other work performed for the BPDA or surrounding businesses, and with public service corporations affected by the work, in arranging for storage places, temporary support for structures, repairs, and the location of equipment.

Take all proper precautions to protect property from injury or unnecessary interference; provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every public or private way, conduit, catch basin, tree, fence, or other items injured by the Contractor in carrying on the Contract, unless the same has been permanently done away with by approval of the BPDA as being necessary for the proper carrying

on of the Contract.

Take all proper precautions to protect persons from injury, unnecessary interference or inconvenience; leave an unobstructed way along public and private places for travelers and vehicles; provide and maintain continuous and unobstructed access to fire hydrants and fire alarm call boxes, provide proper walks over or around any obstruction made in a public or private place in carrying on the Contract, and maintain from the beginning of whole of every night, on or near the obstruction, sufficient lights and barricades to protect travelers from injury thereby and when and if the work is suspended, keep all roadways, sidewalks and means of access in proper condition for the safety of persons and the protection of property.

4.8 Construction Schedule

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures. All costs and responsibility associated with preparation, maintaining, and updating the construction schedules and related shall be that of the Contractor.

The Contractor shall provide to the Architect/Engineer, for approval, a detailed preliminary bar graph project milestone schedule and a detailed construction progress schedule.

Within 7 calendar days after the date of the Notice to Proceed, the Contractor shall furnish to the Engineer a preliminary bar graph project milestone schedule for the work showing his general plan for orderly completion of the work and showing in detail his planned mobilization of plant and equipment, sequencing of early operations, and timing of procurement of materials and equipment. This schedule shall cover the period from receipt of the Notice to Proceed until the detailed schedule is provided, and shall include benchmark dates, so as to allow comparison of target dates with ongoing schedules on an activity basis. The Contractor shall assist the Engineer in reviewing and evaluating said schedule.

Within 15 calendar days after receiving the Notice to Proceed, the Contractor shall furnish to the Engineer a detailed construction progress schedule for orderly completion of the work. This schedule shall illustrate Contractor's planned

sequences of operations, including those of his Subcontractors, and the dates for commencement and completion of all salient features of the work, to the satisfaction of the Engineer. The schedule shall take into consideration existing climatic and site conditions and other constraints associated with the work. The estimated construction progress schedule shall be in a form satisfactory to the BPDA and the Architect/Engineer. The schedule shall show the proposed dates of commencement and completion of each of the various divisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the BPDA (a) a detailed estimate giving a complete breakdown of the Contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for quantities, or additions to or deductions from the Contract price. In conjunction with the detailed construction progress schedule, the Contractor shall submit a written chronological statement that presents the order in which the Contractor proposes to perform the salient components of the work. This statement shall indicate in detail the estimated date for commencement of work on each such component and the contemplated completion date for each.

No physical construction work shall be performed on the work site until the Contractor’s construction progress schedule has been submitted in proper form and has been approved by the Engineer. Prior to the Engineer's approval thereof, the Contractor may commence all aspects of the Work other than physical construction work at the site. Permitted work includes, but is not limited to, the placing of material orders, preparation of shop drawings and other submittals, making of field survey layouts, assembly of equipment, and other work in preparation for the commencement of physical construction at the site. Upon written request by the Contractor, and associated written approval from the BPDA, specific and limited physical construction work may be permitted. The BPDA shall not be liable for any delays or increased costs to the Contractor resulting from the Contractor's failure to provide an approved schedule in a timely manner.

The above detailed construction progress schedule and chronological statement

shall be compatible in all respects, and shall be consistent with all Contract requirements. The schedule shall take into account and be coordinated with the various submittals that require preparation and approval under other portions of the Contract Documents prior to performing associated activities. Engineer will provide prompt review of the proposed schedule and chronological statement submitted by the Contractor. They will be reviewed for reasonableness and conformity with the Contract and upon approval by the Engineer will be used to evaluate general job progress and to forecast periodic pay estimate requirements.

The Contractor will be held to have examined the work site, such examination to include check soundings, rodding or pipe probing and whatever other examinations as may be considered necessary by the Contractor, before submitting his schedule for the work and to have satisfied himself as to existing conditions and handicaps under which he will be obliged to operate or that will, in any way, affect the work schedule.

The Contractor shall update and revise the schedule as necessary throughout the duration of the Contract. Updates are required whenever requested by the Engineer. Updates will be requested and required whenever, in the opinion of the Architect/Engineer, the following conditions exist: a) Contractor's operations have been or will be materially affected by changes in the plans, the amount of work, or other circumstances; b) the Contractor's performance materially fails to conform to the approved schedule and chronological statement; or c) the progress of work is significantly behind schedule of the current approved schedule. The Contractor shall, within ten (10) calendar days of such request, submit to the Engineer for approval, a revised schedule and chronological statement of the types specified above, which shall indicate how the Contractor proposes to prosecute the balance of the Work.

Approval of schedules or chronological statements by the Architect/Engineer shall not be construed as releasing the Contractor from any of his responsibilities or obligations under the Contract. Such approval shall be a condition precedent to the processing and payment of any monthly pay estimate.

The Contractor shall coordinate his work with the Architect/Engineer, the BPDA, and

other contractors. Regular meetings shall be held. The Contractor and all his employees, working under the Contract, shall comply with all applicable regulations and directives issued by the BPDA.

It shall be the responsibility of the Contractor to notify the Engineer on or before the Friday preceding the following week as to his necessary work areas, including a well-established definition of the work area limits within which he will be operating within his construction site. The Engineer and the BPDA must approve all work limits and designated work areas weekly before construction operations may commence in these areas. The BPDA reserves the right, which will not be exercised capriciously, to move an uncompleted operation at its discretion to accommodate special conditions that may arise. The movement of the Contractor's operation to satisfy unforeseen special Conditions will be done by the Contractor at no expense to the BPDA. In all instances where special unforeseen conditions require the shutdown of a construction area, an optional area for the Contractor's work may be provided by the Engineer.

4.9 Project Photographs

Before the Contractor commences any work at the site, and on the first work day of each month thereafter until Substantial Completion of the work, the Contractor shall, at his own expense, have exterior and interior, if applicable, photographs taken by a competent commercial photographer from twenty-four (24) different viewpoints, as directed by the Architect/Engineer. The Architect/Engineer shall have the right to increase or decrease the number of photographs required at each period, maintaining an overall average of twenty-four (24) exposures per period.

All photographs shall be 8 x 10 inches in size. The prints shall bear the date of the exposure, name of the project, description of the view and the name and address of the photographer. The negatives and one (1) glossy print shall be bound in a photography booklet and delivered to the BPDA, all within fifteen (15) days after the exposures are made. The contractor shall also provide photographs in an electronic JPEG format on a compact diskette (CD-ROM). Project photographs shall accompany the monthly requisitions and shall be mandatory for invoice approvals.

4.10 Shop Drawings, Samples, and Printed Data

"Shop Drawings" are drawings, diagrams and illustrations, which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the work.

- "Samples" are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and to establish standards by which the work shall be judged.
- "Printed Data" is descriptive literature, catalogues, brochures, performance and test data, and all other information which requires approval and which cannot be submitted in sepia transparency form.

Within two (2) working days after the date of the Notice to Proceed, the Contractor shall submit the Shop Drawings and Sample Record Form/Schedule, including thereon his proposed initial submittal dates of all submittals, shop drawings, samples, and other printed data, required by and under the Contract Documents, organized sequentially by Specification Section number, and submit same to the BPDA and the Architect/Engineer for their written approvals. The Contractor shall continually update the schedule during the course of the work with resubmittal dates, return dates and dispositions.

Submissions of shop drawings, samples and printed data shall state the specification section(s) and paragraph number(s) which apply to the items submitted. The costs of printing and incidental expenses shall be included in the proposed Contract price on the Form for General Bid. The Contractor shall submit shop drawings, samples, and printed data to the Architect/ Engineer in sufficient time to permit checking, resubmission, re-checking, approval, and subsequent fabrication, and delivery, and with such promptness as to cause no delay in his own work. Failure on the Contractor's part to do so will not justify any delay in the completion of work.

The Architect/Engineer will submit to the BPDA copies of all shop drawings, samples and printed data, upon receipt thereof from the Contractor. Upon completion of review, the Architect/Engineer shall furnish the BPDA with copies of all reviewed shop drawings, submissions, resubmissions and correspondence relating to shop

drawings and their review.

4.10.1 Shop Drawings and Printed Data

For shop drawings, the Contractor shall submit to the Architect/Engineer one legible reproducible (sepia) transparency and five black line prints of each shop drawing, except where a different quantity is otherwise specified; each shop drawing shall have sufficient blank space for the Contractor's and Architect's/Engineer's approval stamps. For printed data, the Contractor shall submit to the Architect/Engineer six (6) copies of required printed data, except where a different quantity is otherwise specified; all such printed data shall be specific, and identification of material or equipment submitted shall be clearly made in ink. As used in the remainder of this Paragraph 4.10, the word 'submittal' refers to shop drawings and printed data.

The Contractor shall check, stamp with his approval, and submit, to the Architect/Engineer, until approved by the Architect/Engineer and with such promptness as to cause no delay in his own work or in that of any other contractor or any subcontractor, all submittals required by the Contract Documents and as required for the proper performance of the work. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the submittal from the requirements of the Contract Documents, or on resubmitted submittals, to revisions, other than the corrections requested by the Architect/Engineer on previous submissions.

Only submittals received from the Contractor will be considered for approval by the Architect/ Engineer. Prior to the submission of shop drawings and printed data to the Architect/ Engineer for approval, the Contractor shall thoroughly examine all details and check all dimensions. The Contractor is fully responsible for the accuracy, proper fit, and coordination of all parts of the work. By approving and submitting submittals, the Contractor hereby represents that he has determined and verified all field measurements, file construction criteria, materials, catalogue numbers and other similar data, and that he has checked and coordinated each submittal with the requirements of the work and of the Contract Documents. The Contractor shall stamp each sheet of each shop drawing and the cover sheet of all

printed data with a rubber stamp stating that he has examined and checked the submittal as above, and shall date and sign each. Any submission which, upon examination by the Architect/Engineer, shows evidence of not having been thoroughly checked will be returned to the Contractor for completion of checking before it will be considered for review.

The submittals shall be clear, complete and accurate, and shall give all information necessary, or requested in individual sections of the specifications, and also show adjoining work and details of connections thereto.

Submittals shall be submitted in a proper sequence reflecting the logical sequence and relative priority of the various phases of work to ensure the preparation of a properly coordinated set of submittals.

The Contractor shall, at his own expense, prepare and submit composite submittals showing the work under all effected trades, upon request of the Architect/Engineer.

The Architect/Engineer will review and return submittals with reasonable promptness after his receipt of same, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The Architect/Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

For shop drawings, the Architect/Engineer will make comments, if any are required, directly on the reproducible transparency; for printed data any comments will be made on or attached to the submittal. One copy of the foregoing will be stamped by the Engineer with an action code as to approval status and returned to the Contractor. The Contractor shall make any corrections required by the Architect/ Engineer and resubmit corrected copies to the Architect/Engineer for his approval in the same quantity and manner as for initial submittals. This procedure shall be repeated until all corrections are made to the satisfaction of the Architect/Engineer. Except for “at risk” work as specified at Paragraph 4.10.2.10 below, no portion of the work requiring a submittal shall be commenced until the submittal has been returned by the Architect/Engineer to the Contractor with the stamp "Approved" or "Approved as Corrected". After approval, the Contractor shall provide and

distribute such number of prints as required for his own and subcontractors' use.

The Architect/Engineer's approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Architect/Engineer in writing of such deviation at the time of submission and the BPDA has given approval to the specific deviation, nor shall the BPDA's approval relieve the Contractor from responsibility for errors or omissions in the submittals.

Any work for which shop drawings or other submittals are required to be reviewed and approved by the Architect/Engineer and which is performed prior to or without such submittal, review, and approval shall be considered as being performed at the Contractor's risk. The Contractor shall be solely responsible for all costs incurred to rectify inadequate conditions presented in the work, occurring in other work, or in existing structures, as a direct result of the execution of the unapproved work or execution of the work in an unapproved manner.

Notwithstanding the foregoing, any portion of the work requiring a submittal that the Contractor elects to perform at risk may be halted at any time by the BPDA or Architect/Engineer until the submittal has been approved by the Architect/ Engineer in accordance with the Contract Documents. All such portions of the work shall be in accordance with the approved shop drawings and printed data.

4.10.2 Samples

The Contractor shall submit for the written approval of the Architect/Engineer all samples required in the individual sections of the specifications. Except as otherwise specified, three (3) specimens of each sample shall be submitted.

Samples shall be of sufficient size to permit proper evaluation of material. Where variations in color or other characteristics are to be expected, samples showing the maximum range of variation shall be submitted. Materials exceeding the rage of variation of the approved samples will not be approved on the work.

All submitted samples shall be accompanied by a transmittal notice and a sample

certificate. The transmittal shall identify the name of the project, specification section and paragraph number to which the sample refers, and description of item being submitted. The accompanying sample certificate shall describe each sample submitted for approval, certifying that the material, equipment or accessory submitted complies with contract requirements, and including the name and brand of product, the name and address of manufacturer, the name of the Contractor and the name of the project. The Contractor shall furnish a copy of the transmittal notice and accompanying sample certificate to the BPDA. A sample identification tag that designates the material or product, the name of its producer, the name of the Contractor, and the name and number of the project shall be attached to each sample. Samples which can be conveniently mailed shall be sent directly to the Architect/Engineer by the Contractor; all other samples shall be delivered at the field office of the Clerk of the Works, or Resident Engineer. All charges in connection with delivery and furnishing of samples shall be paid by the Contractor.

The Architect/Engineer shall have the option of either retaining or returning all or a portion of the samples submitted for approval. Approved samples that are returned to the Contractor shall be kept on file (and accessible for inspection) by the Architect/Engineer until final acceptance of the project.

Such samples as may be required for check tests shall be furnished by the Contractor without extra charge. Check tests will be made on materials delivered for use only as frequently as the Architect/Engineer considers necessary to ensure compliance of materials used with contract requirements. The cost of testing materials, or equipment, or accessories to check for compliance with specification requirements shall be borne by the Contractor.

The Architect/Engineer will with reasonable promptness review and give written approval of samples but only for conformance with the design concept of the project and with the information given in the Contract Documents. No material for which samples are required shall be fabricated or delivered to the site for use until representative samples or same have been approved in writing by the Architect/Engineer.

4.11 Record Drawings and Specifications on Site

From the sets of drawings furnished by the BPDA at the beginning of the work, the Contractor shall reserve one set for record purposes.

The Contractor and subcontractors shall keep their respective record set available for inspection by the BPDA, the Architect/Engineer or their authorized representatives, at the site at all times, together with one (1) copy of the Specifications addenda, approved shop drawings, and printed data, and shall note thereon, neatly, legibly and accurately, as the work progresses, the exact location of their work as actually installed, any modifications of the Contract Documents and any information requested in their individual sections of the Specifications.

Upon substantial completion of the work, the Contractor shall return the complete set of record drawings to the Architect/Engineer. The Architect/Engineer will review these drawings and return them to the Contractor with any necessary comments. The Contractor shall revise the same, until satisfactory to the Architect/Engineer, as evidenced by his approval endorsed thereon.

Upon receipt of the Architect/Engineer's approval, the Contractor shall at his own expense, make reproducible Mylar transparencies. The Contractor shall transfer the as-built information shown on the record drawings onto said transparencies. The drafting shall be done by experienced draftsperson and shall match the original drawings.

The Contractor shall also at his own expense prepare one complete set of black line prints, and submit the transparencies, and these prints thereof to the Architect/Engineer before the Contractor shall be entitled to final payment.

Availability of record drawings shall be prerequisite to scheduling a final inspection of this Contract and said drawings and original Contract Documents will be used in checking completion of the work. Non-availability of record drawings or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection by the BPDA until such time as the discrepancy has been corrected.

4.12 Instructions Relating to Existing Conditions

The Contractor represents that he has read the Contract Documents and is fully informed in regard to all provisions thereof, including without limitation, the drawings, the time of performance and the provisions for liquidated damages, if any and that he has visited the premises described in the Contract Documents and made his own examination of the place where the work is to be done and of all conditions pertaining to the work and has made his own estimates.

The Contractor agrees that he shall not hold the BPDA, its agents or employees responsible for or bound by any schedule, time period, estimate, sounding, boring or any plan thereof, and shall take all responsibility for the prosecution of the work and shall bear all losses resulting to him in such prosecution of the work.

The Contractor shall take measurements at the site and shall check all measurements and grades on the Contract drawings or subsequent drawings. The Contractor shall report promptly in writing, any error(s) or inconsistencies in grades, lines, levels, and dimensions as shown on the drawings with actual site conditions to the Architect/Engineer and to the BPDA before commencing work. Information given on the Contract drawings and in the Specifications, relative to existing conditions, has been obtained from sources believed to be reliable, but neither the BPDA nor the Architect/Engineer shall be liable for any error or discrepancy in the information given.

Pursuant to G.L. Chapter 30, Section 39N:
"If, during the process of the work, the Contractor or the BPDA discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the contracting authority may request an equitable adjustment in the Contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially

or materially from those shown on the plans or indicated on the Contract Documents of from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase of decrease in the cost of performance of the work or decrease in the cost of work, the contracting authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly".

4.13 Removal of Existing Work

The following requirements shall apply to existing conditions, which are located within the limit of contract lines indicated on the drawings:

On and above existing grades - unless designated in the Contract Documents to be reused; remain; or be altered, all existing items shall become the property of the Contractor and shall be completely removed from the site by the Contractor, at no change to the Contract price.

Below existing grades - unless designated in the Contract Documents to remain; be reused; be altered; or be paid for on a unit price basis, as stipulated in the Form for General Bid, all subsurface materials shall be excavated to the lines specified in the Contract Documents and completely removed from the site by the Contractor, at no change to the Contract price.

4.14 Marks and Lines

The Contractor shall furnish at his expense the services of a Land Surveyor, registered to practice in the Commonwealth of Massachusetts, who shall for the Contractor establish and maintain on-site permanent bench marks, determine from them the various levels of work and place the levels and the base lines for the project, as required for the proper execution of the work.

The Contractor shall employ on a full time basis, a person with sufficient engineering background and experience in the type of work required hereunder who shall, for the Contractor, do other engineering work, which shall include, without limitation,

leveling, checking and verifying wall and main partition lines.

The Contractor shall be fully responsible for the accuracy of all lines and levels established by or for him.

The Contractor shall furnish to the BPDA a certificate, signed by said Land Surveyor, certifying that the location of the project limits and principal lines, levels and dimensions are accurately established in accordance with the Contract drawings.

4.15 Materials, Inspection, Disposition, and Suitable Storage

Unless otherwise stated in the specifications, or noted on the Drawings, all materials and equipment shall be new and in manufacturer's original containers, clearly marked as to contents. Upon delivery of materials, copies of the delivery receipts shall be given to the Clerk-of-the Works or Resident Engineer.

The Contractor shall allow the Clerk-of-the Works, and/or any other designated representative(s) of the BPDA or the Architect/Engineer to examine materials and he shall furnish labor and equipment to assist in such examination.

Any material to be used in the work may be tested or inspected at any time by the Architect/Engineer, and may be rejected if it fails to comply with specified tests. All material to be used in the work shall be designated as to proposed source by the Contractor in time to permit testing and inspection before the material is needed to be incorporated in the work. The Contractor shall have no claim because of his failure in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Architect/Engineer to make factory, shop, or other inspection of materials or equipment, ordered for the work, in process of manufacturer or fabrication, or in storage elsewhere than the site of work. Acceptance of a material at any given date shall not abrogate the right of the BPDA to reject the material at a later date, if in the interim between testing and/or inspection the material has changed, deteriorated and/or failed to function as specified in any way.

The Contractor shall store all delivered materials in proper locations which will not interfere with the work. If any stored materials are rejected, notice of rejection will

be given to the Contractor by the Architect in writing. Upon receipt of a rejection notice, the Contractor shall, within 24 hours thereafter, proceed to remove all such rejected materials from the site, and completely remove such materials.

Should the Contractor install, or permit the installation of any materials which have not been inspected prior to installation, the Contractor shall be held fully responsible therefore, and, if such installed materials are rejected, after inspection by the Architect, the Contractor shall at his own expense remove all such materials from the site.

The Contractor shall provide sufficient sheds for the protection and orderly keeping of materials, and shall provide sufficient heat and cooling to prevent damage to said materials, it being expressly and explicitly understood and agreed that said sheds shall not necessarily be considered as suitable storage for the purposes defined under Article 9 of the General Conditions.

No determination by the BPDA or the Architect/Engineer regarding materials and/or equipment, for the purposes defined under Article 9 Protection of Persons and/or Property of the General Conditions, shall relieve the Contractor of his obligation to bring all work required by the Contract Documents, to entire completion by the dates stipulated, at no change in the Contract price.

In no event shall materials and/or equipment be considered delivered and suitably stored at the site (or at some location approved by the BPDA in writing), for the purposes defined under Article 8, of the General Conditions unless in the judgment of the BPDA, the materials and/or equipment are ready for, and actually scheduled for, prompt use; meet the requirements of the Contract Documents; and that the Contractor can and will at his own expense adequately protect the materials and/or equipment until they are incorporated in the work. No payment will be made by the BPDA for storage charges, insurance, and/or other costs and expenses.

4.16 Cutting and Patching; Location of Work

The Contractor shall, except as may be specifically noted otherwise under other sections of the specifications, do all cutting and patching of the work for all trades, using therefore whatever materials are needed, whenever necessary or required.

The Contractor shall be responsible for the location and performance of all work, provided nevertheless that any cutting and patching made necessary on account of incorrect information or error on the part of any subcontractor shall be paid for by the subcontractor.

4.17 Existing Utilities

Existing utility lines which are indicated on the drawings, including, without limitation, cables, ducts, conduits and piping shall if damaged (unless, they are to be abandoned, in accordance with the Contract Documents), be immediately repaired, protected, and maintained in use until relocation of same has been completed, or shall, be cut or capped, or prepared for service connections, as the Contract Documents require.

In the event that the Contractor encounters utility lines that are not indicated on the drawings, he shall notify the Architect/Engineer and the BPDA for decision. Such utilities shall be immediately repaired, protected, and maintained in use until relocating of the same has been completed or shall be cut and capped, or prepared for service connections, as the BPDA may order in writing. An equitable adjustment to the Contract price will be made provided that any damage to such lines was not caused by fault of the Contractor.

The Contractor shall notify the BPDA in writing, not less than seventy-two hours (72), Saturdays, Sundays, and legal holidays excluded, in advance of the proposed time for shutting down or interrupting of any utilities, service or facilities which may affect the operation of other buildings, services, or facilities or the BPDA or of the BPDA's other contractors. In no case shall any shutdown or interruption of any utilities, services, or facilities be made without the prior written approval of the BPDA. Unless otherwise authorized in writing by the BPDA, the Contractor shall so schedule and coordinate his work that such interruption will occur on weekends, holidays, or before or after the normal working day of the BPDA's facilities. All costs and expenses, including outage costs, shall be borne by the Contractor.

4.18 Maintenance of Site

At all times prior to acceptance of the project as complete by the BPDA, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, or debris.

After the work of any subcontractor has been properly completed, the Contractor shall be responsible to the BPDA for its protection and for repairing, replacing or cleaning any such work which has been damaged by other trades or by any other cause, so that all work is in perfect condition at the time of acceptance of the work.

At the end of each workweek, the Contractor shall thoroughly clean the project and site of rubbish and debris of any nature, and remove such from the premises.

The Contractor shall provide metal barrels, each with tight fitting metal covers, located about the site into which all refuse and garbage shall be deposited.

Immediately after unpacking the Contractor shall collect and remove from the project and site all packing materials, case lumber, excelsior, wrapping, and other rubbish.

The Contractor shall be responsible at all times prior to acceptance of the project as complete, for all broken or scratched glass and plastic, or glass or plastic which has been damaged as a result of the work of the Contractor, or otherwise, except for defective materials or installation, in which case, the responsibility for correction of same shall be that of the installing trade. When so directed by the BPDA, prior to final completion of the work, the Contractor shall replace, without additional cost to the BPDA, all such glass and/or plastic.

Immediately prior to final inspection by the Architect and the BPDA, the Contractor shall thoroughly clean the entire project and site. Specific cleaning requirements, prior to final inspection, shall be as set forth in the Special Conditions.

4.19 Inspection and Testing of the Work

The Contractor shall make or have made, such tests and inspections on workmanship and materials as may be required by the Building Code, State, or municipal laws, or as called for under the various Sections of the Specifications. In addition, all materials, equipment and workmanship shall be subject to inspection

and testing by the BPDA, the Architect/Engineer and their authorized representatives for conformance with the requirements of the Contract Documents.

If the Contract Documents, laws, ordinances, rules regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall make all arrangements for same. The Contractor shall give the Architect/Engineer and the BPDA timely written notice of its readiness and of the date arranged so the Architect and the BPDA may observe such inspection, testing or approval. The selection of bureaus, laboratories, and/or agencies for inspections and testing of materials, processes, and the like, when such testing is required by the various Sections of the Specifications, shall be subject to approval of the Engineer. The Contractor shall bear all expense attached to such tests and inspections, unless otherwise specified under the various Sections of the Specifications and furnish all labor, tools, instruments, water, temporary power and light, construction and equipment necessary for these tests and inspections. The Contractor shall furnish records of all tests and inspections to the Engineer and remove all temporary work, materials, and equipment upon completion of tests and inspections.

Inspection and testing by the BPDA, the Architect or their representatives, or by any other person, shall in no event cancel the Contractor's responsibility for compliance with the full intent and requirements of the Contract Documents.

The Contractor must anticipate any and all time required for the testing, inspection and approval of materials before incorporation into the work. No additional compensation, or extension of time, will be permitted for losses or delays attributable thereto.

Should any material or work, after testing or inspection, be found defective, inferior, or not conforming to the Contract Documents, such materials and/or work shall be promptly removed and replaced with conforming material or work by the Contractor at his expense.

Reasonable costs, for travel, room and board, incurred by the BPDA, or his authorized representatives, for the inspection of materials required in the

performance of the Contract, which are fabricated outside the limits of the City of Boston will be deducted from sums otherwise due or to become due to the Contractor.

If after commencement of the work the BPDA or the Architect/Engineer determines that any of the work requires special inspection, testing or approval, not otherwise provided for in the Contract Documents, the Architect may, with the written approval of, and shall upon the written order of the BPDA, instruct the Contractor, in writing, to order such special inspection, testing or approval. The Contractor shall give the BPDA and the Architect timely written notice of the time and place of such inspection and testing. If such inspection and/or testing shows that work do not conform to the requirements of the Contract Documents or of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall pay all costs of such inspection, testing or approval, otherwise the BPDA shall bear such costs.

Examination of questioned work may be ordered at any time and from time to time by the BPDA and/or the Architect, and, if so ordered, the Contractor shall uncover the work. If such work is found to be in accordance with the Contract Documents, the BPDA will pay the reasonable costs of examination and replacement. If the work is found to be not in accordance with the Contract Documents, the Contractor shall pay all costs of examination, replacements and all related testing therefore.

Before acceptance of the entire project, the BPDA and the Engineer will make a complete final inspection of the work done.

If the work or any part thereof is not acceptable to the BPDA at their sole discretion at the time of the final inspection, he shall notify the Contractor in writing of the particular defect(s) or parts of the project to be remedied before final acceptance. If the Contractor has not arranged within a period of five (5) days after the date of transmittal of such notice of non- acceptability, to complete the work speedily with diligence as described by the BPDA, the BPDA may without further notice and without in any way affecting the Contract, make such other arrangements as he may consider necessary to insure the satisfactory completion of the project. The cost of so completing the work shall be deducted from any payments due or which may become due the Contractor under the Contract.

4.20 Claims by the Contractor for Loss and Injury

If the Contractor claims any loss or injury resulting to him from any act, omission or neglect of the BPDA, its agents or employees, the Contractor shall, within seven (7) days of the occurrence of such act or neglect, deliver to the BPDA a detailed written statement of the loss or injury resulting therefrom and no reimbursement shall be made to the Contractor unless the Contractor shall have delivered such written statement.

The Contractor shall have no right to recover damages for any claims of any loss or injury, resulting from work not being performed in conformity with the Contract Documents.

Pursuant to G.L.C. 30 & 390 : The Contractor must submit the amount of a claim under provision (a) of G.L.C. 39 & 390 (Paragraphs 2.2.3. and 3.2.4. of these General Conditions) to the BPDA in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act, and in any event, not later than the date of final payment under this Contract and except for costs due to a suspension order, the BPDA shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the BPDA in writing of the act or failure to act involved in the claim.

5 PROJECT COORDINATION

The Contractor shall be responsible for the entire project operations and shall properly coordinate the work of all trades and give all customary and proper assistance to all subcontractors.

All communications and information, to and from subcontractors, shall be routed through the Contractor's office.

Complete cooperation between and among the Contractor and his subcontractors is essential to this work. The Contractor shall fully coordinate his work and the work of his Subcontractors. All work of the sub trades shall be fully coordinated and installed to conform to the requirements and intent of these Contract Documents.

If, by virtue of being first on the job, the Contractor or a subcontractor pre-empts a location for work, which later interferes with the location of another required item of work, the Contractor shall cause him to remove his installation without extra charge to the BPDA and replace it in a location or position as will ensure its non- interference with other work. The Contractor shall bear all costs associated with the removal and replacement of the work if he has failed and/or neglected to properly coordinate and direct the various trades.

The Contractor shall coordinate the installation of the temporary or permanent electrical service with the appropriate power company, to assure availability of sufficient power in quantity and number for all project requirements so as not to cause any delay in the work.

Interrupt services and utilities as little as possible and whenever such interruption is necessary it shall be done only after Forty-eight (48) hours advance notice has been given, procedures are indicated, length of time has been stipulated, and the written approval of the BPDA has been obtained. The BPDA specifically reserves the right to disallow the interruption of services and/or utilities during normal working hours and to require that the work be performed in other than normal working hours.

Generally, perform the work under this Contract at such times as may be necessary to facilitate its orderly progress, with due consideration for the occupancy of the premises, and in a manner that will not interfere with the conduct of and normal business of the area.

The Contractor shall allow the BPDA, its agents, and other contractors, and public service corporations, or their agents, to enter upon the work for the purpose of constructing, maintaining, repairing, removing, altering or replacing such pipes, sewers, conduits, manholes, wires, poles or other structures and utilities as are now located or as may be required or permitted at or on the work by the Engineer. The Contractor shall cooperate with all the aforesaid parties and shall allow reasonable facilities for the prosecution of any work of the BPDA or others to be done in connection with this work. Care shall be taken at all times to inconvenience abutters and tenants as little as possible.

The Contractor shall coordinate his operations with those of the BPDA's other contractors, consultants, and tenants, if they are on, about or adjacent to, the project site. Cooperation will be required with respect to access to the project site in the arrangement for the storage of materials, and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress, and the detail work of the BPDA's other contractors and shall immediately notify the Architect, and the BPDA in writing immediately of lack of progress, defective workmanship or defective materials on the part of such other contractors. Failure on the part of the Contractor to keep informed of the work progressing on, about, and adjacent to, the site and/or failure to give such notice of lack of progress or defective workmanship or defective materials by others shall be construed to be an acceptance by him of the status of the work and its being satisfactory for proper coordination with and proper completion of his work.

The Contractor shall keep and maintain a detailed daily log or record of events transpiring during construction operations. The log shall contain all information as is normally entered for construction operations together with the labor, services, equipment and material used for the performance of the project. This log shall be available for inspection by the BPDA, Engineer or his representative and shall be duplicated upon request.
The BPDA and BPDA's Agent reserve the right, at any time and at its sole discretion, to contract for and perform other or additional work within the property lines of the project where it is deemed in the best interest of the BPDA that such adjacent work to be done concurrently with work required under the terms of this Contract. Each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of work being done by other contractors.

6 CONTRACT TIME AND LIQUIDATED DAMAGES

6.1 Definition of Terms

The term "Substantial Completion" shall mean the date certified by the BPDA and the Architect, when construction is sufficiently complete, in accordance with the Contract Documents, so the BPDA may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

The term “Final Completion” shall mean the date certified by the BPDA when all work required by the Contract Documents has been completed.

Use of the Project or portions thereof by the BPDA, pursuant to the provisions of Article 2 of the General Conditions, prior to completion of work shall not affect the times or Substantial or Final Completion.

6.2 Time as Essential Condition

It is understood and agreed that the dates of commencement of and Substantial and Final Completion of the work are essential conditions of this Contract. It is further agreed that time is of the essence of each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. It is understood and agreed that the times for the completion of the work are reasonable times for the same taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

6.3 Progress and Completion

The Contractor shall commence work promptly upon the execution by the BPDA of this Contract in accordance with Article VIII of the Contract, and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such rate or progress as will ensure Substantial and Final Completion on or before the dates stipulated.

In the event that the Contractor, with written approval of the BPDA, commences work prior to the execution of this Contract in accordance with the provisions of Article VIII, he shall do so upon the conditions that each and every obligation of the Contractor set forth in the Contract Documents shall be binding on him and that the Contract time may be adjusted accordingly, at the discretion of the BPDA.

6.4 Liquidated Damages

If the Contractor shall neglect, fail or refuse to complete the work within the times specified, or any proper extensions granted by the BPDA, the Contractor agrees, that as a part of the consideration for the execution of this Contract by the BPDA, to pay the BPDA the amount specified in Article VIII of the Contract, not as a penalty, but as liquidated damages for such breach of Contract, as herein after set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completion of each Milestone identified in Article VIII of the Contract and for Substantial Completion of the work. Liquidated damages will be assessed independently with respect to each date so identified. The said amount is so fixed and agreed upon because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the BPDA would in such event sustain, however, said amount shall be agreed upon as the amount which the BPDA would sustain. Said amount shall be retained from time-to-time by the BPDA from current periodic estimates in the event of such default.

For any delay to dates established in Article VIII of the Contract for the BPDA to furnish specific instruments or access to the Contractor, affected Milestone Date or Substantial Completion Date shall be extended by the same number of calendar days associated with such delay.

6.5 Excuse by Failure of Presupposed Conditions

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

A. To any preference, priority, or allocation order duly issued by the United States Government; or

B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, without limitation, acts of God, or of the public enemy, act of the BPDA, acts of another contractor or in the performance of a contract with the BPDA, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusual weather; or

C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in (A) and (B) of this paragraph; provided, however, that the

Contractor shall, within seven (7) days from the beginning of such delay, unless the BPDA shall grant a further period of time, notify the BPDA, in writing, of the causes of the delay. The BPDA shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of this decision in the matter. The decision of the BPDA shall be final and binding.

7 PAYMENT TO AND BY CONTRACTOR AND SUBCONTRACTORS

7.1 Payments to Contractor

Within fifteen (15) days after receipt from the Contractor, at the place designated by the BPDA if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the BPDA will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title and has authorized the Contractor to transfer title to the BPDA, less (1) a retention based on its estimate of fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of this Article 8, and less (3) a retention not exceeding 5% (five percent) of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the BPDA, less than one per cent (1%) on the original Contract price, or (b) the Contractor substantially completes the work and the BPDA takes possession for occupancy, whichever occurs first, the BPDA shall pay the Contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (1) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of this Article 8, or based on the record of payments by the Contractor to the subcontractors under this Contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in this Article 8. If the BPDA fails to make payment as herein provided there shall be added to each such

payment daily interest at the rate of three percentage points above the rediscount rate charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate from the Contractor, at the place designated by the BPDA if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

No sums retained under this Article 8 shall be deemed to be security under Section 29 of Chapter 149 or Section 39F of Chapter 30 of the General Laws.

7.2 Payments to Subcontractors

Pursuant to General Laws Chapter 30, Section 39F:

(a) Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payments and also less any amount claimed due from the subcontractor by the Contractor. Not later than the sixty-fifth (65) day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the BPDA as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the BPDA shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount received from the BPDA less any amount specified in any court proceedings barring payment and also less any amount claimed due from the subcontractor by the Contractor.

(b) Each payment made by the BPDA to the Contractor pursuant to subparagraphs (A) and (B) of this paragraph for the labor performed and

the materials furnished by the subcontractor shall be made to the Contractor for the account of that subcontractor; and the BPDA shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the BPDA has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (A) and (B), the BPDA shall act upon the demand as provided in this section.

(c) If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the BPDA as the estimated cost of completing the incomplete and unsatisfactory items of work the subcontractor may demand direct payment of that balance from the BPDA. The demand shall be by a sworn statement delivered to or sent by certified mail to the BPDA, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontracted work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the BPDA and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The replay shall be by a sworn statement delivered to or sent by certified mail to the BPDA and a copy shall be delivered to or sent to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

(d) Within fifteen (15) days after receipt of the demand by BPDA, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the BPDA shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (I) retained by the BPDA as the estimated cost of completing the incomplete or unsatisfactory items of work, (II) specified in any court proceedings barring such payment, or (III) disputed by the Contractor is the sworn reply; provided, that the BPDA shall not deduct from a direct payment any amount as provided in part (III) if the reply is not sworn to, or for which sworn reply does not contain the detailed breakdown required by subparagraph (D). The BPDA shall make further direct payments to the subcontractors forthwith after the removal of the basis for deductions from direct payments made as provided in parts (I) and (II) of this paragraph.

(e) The BPDA shall forthwith deposit the amount deducted from a direct payment as provided in part (III) of subparagraph (E) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the BPDA or agreed upon by the Contractor and the subcontractor, and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(f) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the BPDA to the Contractor to the extent of such payment.

(g) The BPDA shall deduct from payments to the Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

(h) If the subcontractor does not receive payment as provided in subparagraph (A) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (A), the subcontractor may demand direct payment by following the procedure in subparagraph (D) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and material for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the BPDA shall proceed as provided in subparagraphs (e), (f), and (h).

Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of Section 29 of Chapter 149 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the BPDA or which are on deposit pursuant to subparagraph (f) of Article 8.2 shall be Subordinate to the rights of subcontractors who are entitled to be paid under this section and who have not been paid in full.

A Contractor or Subcontractor shall enforce a claim to any portions of the amount of a demand for direct payment deposited as provided in subparagraph (f) of Article 8.2 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment

or a right to require a deposit as provided in subparagraph (f) of Article 8.2 by a petition in equity in the superior court against the BPDA and the Contractor shall not be a necessary part.

7.3 Periodic Estimates and Certificates of Progress

The Contractor's period estimate shall be delivered on the day of each month established by the BPDA, by hand or by registered or certified mail, with return receipt requested, to the office of the Architect/Engineer, or in a location as otherwise established by the BPDA. The Architect/Engineer shall mark the periodic estimate with the date of receipt. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

Such periodic estimate shall be made on a two (2) part form provided by the BPDA, shall be arithmetically correct, and shall show (a) the value of labor and materials used in the work, and (b) the value, kind and quantity of each item of materials not incorporated in the work but delivered and suitably stored at the site or elsewhere in accordance with Article 4 of the General Conditions and shall be accompanied by receipted bills for, other acceptable evidence of the ownership of, or satisfactory authority to transfer title to the BPDA of, the materials not incorporated in the work. In addition, on a form satisfactory to the BPDA, an instrument transferring to the BPDA title of the aforesaid materials shall be included. All periodic estimates shall contain a separate item for each filed sub trade and a column listing the amount paid to each filed subcontractor as of the date the periodic estimate is filed.

The Architect/Engineer will submit the Contractor's application, as checked and approved by the Architect/Engineer, together with his certificate, to the BPDA, not later than five (5) working days from the date of receipt.

The Contractor shall also submit, when required by the BPDA or the Architect/Engineer's vouchers and such other information showing payments already made by him for labor and materials used in the work.

The Architect/Engineer shall issue certificates for payments monthly, based on the Contractor's monthly periodic estimate. All orders and certificates shall be

approved by the BPDA and BPDA's Agent and shall not be binding on the BPDA and BPDA's Agent until so approved.

The BPDA and the Architect/Engineer may make changes in any periodic estimate submitted by the Contractor, and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for the periodic estimate by or on a certain date for the commencement of interest charges on the changes made, shall not be applicable until the periodic estimate is in proper form, as provided herein; provided, that the BPDA must, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in the proper form and with arithmetically correct computations.

No certificate given or payment made shall be evidence of the performance of this Contract, either wholly or in part, and no payment, whether made upon the final certificate or otherwise, shall be construed as an acceptance of defective work or materials.

The persons making payment for the BPDA shall add the daily interest provided for in Article 8.1.1 to each payment for each day beyond the due date based on the date of receipt mailed on the estimate by the Architect/Engineer.

A certificate of the Architect/Engineer to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of the General Laws, Chapter 30, Section 39J, be conclusive for the purposes of Article 8.1.

In preparing the final construction estimate for payment within the Sixty-five (65) day period required under Section 39G of Chapter 30 of the General Laws, the BPDA shall mark for deduction and retention (1) such sum, if any, as the BPDA shall determine to be the decrease in the total cost of the work caused by change or taking away of any part thereof; (2) such sums, if any, as the BPDA shall determine to be the expense, loss and/or damage to BPDA caused by a failure of the Contractor to conform to and carry out the full provisions of this Contract; (3) such sums, if any, as the BPDA shall determine as to the expense, loss and damage of

BPDA caused by the termination of this Contract under the Provision of Article 13 of the **General Conditions**; (4) such sums, if any, shall determine to be just or as otherwise specified as liquidated damages for each day any work done for the BPDA, either by this Contractor or by any other person, firm or corporation is delayed through fault of this Contractor, and (5) such sums, if any, as the BPDA shall determine are required for settling or securing the payment of claims, liens or liabilities against the BPDA, its agents or employees, relating to this Contract. No payment shall be and nor shall BPDA or BPDA's Agent be liable for any loss of profits for any work deducted or eliminated from the Contract requirements.

7.4 Payment for Labor and Materials by Contractor and Subcontractors

The Contractor hereby agrees that he and all subcontractors on the work under this Contract shall pay for all labor performed or furnished and materials used or employed in the performance of the work under this Contract, including all sums due for the rental or hire of vehicles, equipment, tools, and other appliances employed in such work; and shall pay the transportation charges directly related to such rental or hire; and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractors, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty (120) calendar days, and for health and welfare plans and other fringe benefits which are payable in cash and are provided for in collective bargaining agreements between organized labor and the Contractor and/or subcontractors.

The Contractor and all subcontractors agree that lumber which is not intended to be incorporated into the work specified, but is incorporated at the order of the BPDA shall be paid for at its fair salvage value. Any material specially fabricated at the order of the Contractor or subcontractor for use as a component part of the work so as to be unsuitable for use elsewhere, even though such material has not been delivered or incorporated in such work, shall be paid in full by the Contractor or subcontractor.

8 PROTECTION OF PERSONS AND PROPERTY

8.1 General

The Contractor shall protect everything on, in, or at the site from injury by water, frost, wind, fire, accident or other cause, and any interference' take charge of, protect, and be liable for any loss of, or injury to the materials for use under this Contract, delivered at or in the vicinity of the site, and whether or not suitably stored at the site (or at some location agreed upon) pursuant to Article 8.1, by whosoever furnished. He shall take all proper precautions to protect the BPDA's or adjoining property from injury or unnecessary interference; provide proper means of access to the property and replace or put in good condition every public or private way, conduit, catch-basin, fence, tree, or other thing injured by the Contractor in carrying on the work unless permanently done away with, on approval of the BPDA, for the proper carrying on of the Contract. He shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience and be responsible for the results of any failure in doing so; leave an unobstructed way along public and private places for pedestrians and vehicular traffic and leave direct access to hydrants; provide proper walks over and around any obstruction made in public place in carrying on the Contract, maintenance from the beginning of twilight, through the whole of every night, on or near any excavation or obstruction, sufficient lights and barricades to protect travelers from injury thereby; and when the work is suspended keep all roadways and sidewalks in proper condition as provided herein and put and leave the same in good condition at the termination of the work, all to the satisfaction of the BPDA.

In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended; and shall maintain an accurate record of all cases of death and occupational disease, and injury requiring attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. Information and records shall be made available to the BPDA upon request.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Contractor shall comply fully with the provisions of G.L.C. 111F (Massachusetts Right to Know Act), hereinafter the "Act". Contractor acknowledges that the BPDA is subject to the "Act" and agrees to provide the statutory-required Material Safety Data Sheet relative to each hazardous or toxic substances brought onto the BPDA's property in connection with the services to be performed by the Contractor. In addition, Contractor agrees to provide, at the BPDA's request, statutory-required safety and preventive training to the BPDA's designated employees who may be exposed to such substances in the workplace.

Additional requirements for protection of persons and property shall be as set forth in Sections 1A & 1B OF Specifications entitled Special Conditions and/or Temporary Facilities.

8.2 Accident Prevention

The Contractor shall comply with all Federal, State, and municipal recommendations and requirements for safety, and accident prevention, and those of the Associated General Contractors of America, the American Standards Association Standard A10.2., and the Commonwealth of Massachusetts "Rules & Regulations for the Prevention of Accidents in Construction Operations", Industrial Bulletin No. 12 of the Department of Labor and Industry. Ensure that the Field Superintendent conducts regular, frequent inspections of the site for compliance with safety regulations.

The Contractor shall be solely responsible for the means, methods and techniques of providing safe working conditions and enforcing safety procedures for persons engaged on this project. Neither the BPDA nor the Architect/Engineer nor any officer, agent or employee of either of them shall be responsible for providing safe working places, safety measures, means or techniques for the Contractor, subcontractors or their employees or any individual responsible to them for the work.

8.3 Insurance Inspection

The Contractor shall provide for periodic inspections by his insurance underwriters and shall submit written evidence of the same to the BPDA. The Contractor shall,

at his own expense, promptly carry out their recommendations.

8.4 Fire Protection and Prevention

The Contractor's fire protection program shall conform to Subpart F of the OSHA Standards for Construction and the requirements of the Fire Department having jurisdiction and the BPDA. The Contractor shall coordinate his work with the Fire Department and conform without exception to their requirements.

In addition to the requirements of Article 9.71, the Contractor shall, until Final Completion of the work, provide and maintain U.L. all-purpose fire extinguishers, and other effective means of fire suppression, ready for instant use, distributed around the project and in about temporary structures. Extinguishers shall be provided and maintained by the Contractor.

Gasoline and other flammable liquids shall be stored in and dispensed from U.L. listed safety containers in conformance with National Board of Fire Underwriter's recommendations and Commonwealth of Massachusetts Department of Public Safety requirements, and in no event, within the confines of the permanent structures.

All tarpaulins used shall have U.L. approval and comply with Federal Specification CCC-C-746. Polyethylene shall not be used. Tarpaulins used during construction shall be made of material that is resistant to fire, water, and weather. Worn, split, torn or otherwise deteriorated tarpaulins shall be replaced throughout the life of the Contract with new materials.

Cloths and cotton waste that might constitute a fire hazard shall be placed in fire-resistant closed metal containers until removed from the work site or destroyed at the end of each day.

The Contractor, before using any type of burning or welding equipment shall obtain the permission of the Boston Fire Department and comply with all requirements. In general, these will include maintaining a qualified fire watch in the immediate vicinity of combustibles adjacent to the burning or welding

operation and equipping him with a dry chemical-charged fire extinguisher; such fire watch shall be maintained for at least one-half hour following completion of such burning or welding operation. The Boston Fire Department may further require the fire watch to have immediately available a bucket of water and charged 1-1/2 inch fire hose.

8.5 Protection From the Elements

Should high wind warnings be issued by the U. S. Weather Advisory Bureau, the Contractor shall take every precaution to minimize danger to persons, to the work, and to adjacent properties. These precautions shall include, but not be limited to, removing all loose materials, tools and/or equipment form exposed locations, and removing or securing scaffolding or other temporary work.

The Contractor shall furnish all the necessary structures, labor, materials and equipment, shall take all necessary precautions, and shall assume the entire cost of handling all water resulting from intense storms or floods which may be encountered at any time during the construction of the work. The manner of preventing any damage to the work during construction from such causes is left to the discretion of the Contractor. The cost of all work to prevent such damage or to replace damaged work to the satisfaction of the Engineer is included in the prices stated for the various items in the Schedule of Prices.

The Contractor shall remove all snow and ice which may impede the work, damage the finishes or materials, be detrimental to workmen, or impede trucking, delivery or moving of materials at the job site, or prevent adequate drainage of the site or adjoining areas.

8.6 Watchmen

The BPDA shall not be held responsible for any theft, vandalism or damage of materials or equipment at the project site. The Contractor shall provide, at his own expense, a sufficient number of watchmen, at the site at all times when the Contractor's personnel are not present for the protection of all work, materials, equipment and property at the site from beginning of the work until Final

Completion of the project. If the Contractor elects in addition to use a dog or dogs for such purpose, each dog shall at all times be accompanied by an adult handler.

8.7 Welding and Cutting

Torch cutting and/or welding operations by the Contractor shall have the approval of the BPDA prior to start of such operations. In addition to the requirements of Article 9.4, wherever electric or gas welding or cutting work is done in the vicinity of combustible material, or over areas where persons may be found, interposed shields of fireproof material shall be used to protect against fire damage or injury. Personnel with suitable fire extinguishing equipment shall be stationed near welding and cutting operations to prevent the sparks from edging in floor cracks or passing through floor or wall openings and from lodging in combustible material. Chemical extinguishers shall be available and ready for use in all locations where torch cutting and/or welding operations are in progress. The Contractor shall obtain and pay for all permits necessary for welding and/or cutting operations from the Boston Fire Department - Fire Prevention Unit.

8.8 Blasting/Sandblasting

Blasting shall be performed only after written consent to do so has been received from the BPDA, and written notification of proposed procedures, safety measures, and time of operation has been given to the BPDA. Irrespective of such consent and notification, the Contractor shall be solely responsible for all operations and resulting effects therefore. The Contractor shall perform blasting operations in accordance with all applicable laws and all rules and regulations of the Commonwealth of Massachusetts Department of Public Safety.

8.9 Overloading

The Contractor shall neither cause nor allow the design live load of any or all parts of the structure to be exceeded at any time during the course of construction.

8.10 Noise & Pollution Control

All work performed under this Contract shall be accomplished in strict accordance

with and shall conform to all Federal, State and Municipal Laws, rules and regulations concerning noise and pollution control including without limitation Chapter 111, Sect. 31-C, Atmosphere Pollution and Section 142-D, Metropolitan Air Pollution Control Districts and laws, rules and regulations applicable to the work as adopted by the Massachusetts Department of Environmental Protection (D.E.P.), the Department of Public Health - Division of Environmental Health and the City of Boston - Environmental Department and/or Conservation Commission. The Contractor shall obtain and pay for all permits required for the actual construction of the project and shall observe and comply with all regulations, orders, conditions and reporting procedures as may be required by authorities having jurisdiction.

Take all measures as directed by the BPDA to avoid committing audio, visual or aromatic nuisances in, or related to, the work area.

Perform the work so as not to interfere with normal operations of the site and provide such temporary dust and sound barricades as may be directed by the BPDA.

8.11 Scaffolding, Staging, and Hoisting Equipment

If hoisting equipment or machinery is used in the performance of work it shall be done with care in strict accordance with all applicable safety and permitting requirements and with a minimum of inconvenience to occupants and the public at large. Operators of hoisting equipment shall be experienced with and licensed for the use of the type and capacity of equipment employed. Such equipment is to be used only in approved locations with adequate protection provided. Equipment shall be furnished, operated and maintained by the Contractor.

All necessary hoisting equipment and machinery will be installed, operated and maintained in safe condition by the General Contractor for the use of all Subcontractors, except such as is required to be furnished by the Subcontractors themselves.

All staging equipment required shall be erected or furnished by the General Contractor and maintained in safe condition by him for use of all trades. The Contractor shall submit his proposed method of staging equipment to the Engineer for approval prior to start-up of operations.

All hoists, scaffolds, and rigging equipment shall be of approved design; erected, maintained and removed by experienced tradesmen; and comply with the requirements of all applicable federal (including OSHA) state, and local laws, rules and regulations including those applicable requirements of "American Standard Safety Code for Building Construction" published by ANSI. No part of any demolition equipment whatsoever shall reach an elevation of 200 feet above existing ground at this site.

9 INSURANCE

9.1 Insurance Requirements - General

The Contractor shall purchase and maintain, at its own expense, all insurance required by the Contract Documents and all insurance required by the applicable laws of Massachusetts, including but not limited, G.L. Chapter 146 of the General Laws, in connection with all hoisting equipment.

The insurance required under this Article 10 shall be written for not less than the Limits specified in the Contract Documents, or required by law, whichever is greater.

Any changes in the amounts of insurance coverage, required under this Article 10 will be contained in the SPECIAL Conditions of the Contract Documents.

Simultaneously with the execution and delivery of the Contract and bonds, by the Contractor, it shall submit to the BPDA, certificates and other evidence that the insurance, required under this Article 10 has been purchased. The Boston Planning and Development Agency of Boston shall be named as the certificate holder.

The Contractor shall notify the BPDA in writing at least thirty (30) days in advance of any changes in policy amounts or coverage or any cancellation and expiration date of policies required hereunder. The Contractor shall furnish to a new certificate of insurance to BPDA at 12 Channel Street, 9th Floor Attn: Capital Construction Office, Boston MA 02210.

9.2 Contractor's Liability Insurance

- Contractor's Insurance. Contractor must maintain, and will cause its subcontractors at any tier to maintain in like form and amounts, in effect at all times and included in the Contract Price pursuant to the Contract Documents, the following lines of insurance as will protect Contractor, BPDA, and the additional insureds from claims set forth hereunder, which may arise out of or result from the operations and the Work under the Contract Documents and for which the Contractor may be legally liable, whether such operations are performed by the Contractor, a Subcontractor, a Sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable. Such lines of insurance must be maintained for not less than the following minimum limits, or such greater amounts as required by law.

- Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in full compliance with all applicable state and federal laws and regulations covering all employees with maximum available limits together with Employer's Liability Insurance in amounts of not less than $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease each employee, and $1,000,000 bodily injury by disease policy limit.

- Commercial General Liability Insurance. Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence policy form or its equivalent, in amounts of not less than $5,000,000 per occurrence applying on a per project basis covering bodily injury (including death and mental anguish) and property damage, $1,000,000 Personal and Advertising Injury, and $2,000,000 Products-Completed Operations. Products-Completed Operations must be continuously maintained for a minimum period equal to the greater of six (6) years after Substantial Completion of the Work, or the period under which a claim can be asserted under the applicable statute of limitations and/or repose. Such policy must provide coverage for Personal Injury, Premises-Operations, Ongoing and Products-Completed Operations, Independent Contractor

Liability (including Contingent Liability), liability arising from XC & U (including Subsidence), if applicable, and indemnity for injuries to Contractor's and any Subcontractor's employees. Such policy must include Contractual Liability coverage for liability assumed under the Contract Documents without any modification or removal to the "Insured Contract" exception to the Employer's Liability exclusion.

- Business Automobile Liability Insurance. Business Automobile Liability Insurance covering liability arising out of Any Auto (including Owned, Non-Owned, and Hired Auto) in an amount of not less than $3,000,000 combined single limit each accident for bodily injury and property damage; provided that, such Non-Owned and Hired Auto Liability may be satisfied by endorsement to the Commercial General Liability policy. If Contractor and/or any Subcontractor of any tier is hauling or transporting waste materials, Hazardous Substances or any other environmentally regulated substance that requires a regulated manifest, relating to the Work, the Automobile Liability Insurance policy of Contractor and/or Subcontractor performing such operations must also include CA-9948 and MCS-90 Endorsement.

- Umbrella and/or Excess Liability Insurance. Umbrella and/or Excess Liability Insurance policy on a follow form basis in amounts of not less than $25,000,000 per occurrence and $25,000,000 annual aggregate applying on a per project basis. Contractor will cause its Subcontractors to carry such coverage in amounts of not less than $5,000,000 per occurrence and $5,000,000 annual aggregate unless limits are otherwise approved by BPDA and/or Contractor in writing. Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability Insurance policies, concurrent to, and not more restrictive than the underlying insurance policies. Such Umbrella/ Excess Liability policy shall provide that this insurance must be primary to, and non-contributory with, any other insurance on which BPDA and the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis.

- Contractor's Pollution Liability Insurance. Contractor must maintain Contractor's Pollution Liability Insurance in amounts of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate. If any Subcontractor is engaged for environmental abatement or remediation work, including treatment, storage, removal or transport of Hazardous Materials at, to, or from the Project site that Subcontractor must maintain Contractor's Pollution Liability Insurance or its equivalent, in amounts of not less than $1,000,000 each occurrence and $1,000,000 in the aggregate. Such policy must include liability coverage for bodily injury, property damage, and clean-up costs resulting from pollution conditions, as well as coverage for mold, accidental release of asbestos and removal/transportation of underground storage tanks. Contractor's Pollution Liability Insurance "tail" coverage must be continuously maintained for a minimum period equal to the greater of six (6) years after Substantial Completion of the Work, or the period under which a claim can be asserted under the applicable statute of limitations and/or repose.

- Professional Liability Insurance. Contractor must maintain Professional Liability Insurance in amounts of not less than $5,000,000 per claim and $5,000,000 in the aggregate for damages (including, but not limited to, monetary amounts, bodily injury, and property damage) arising out of, or related to, any act, error, or omission in the performance of the services by Contractor, an employee of Contractor, or an independent contractor contracted by Contractor to perform any portion of the services. If any Subcontractor is performing professional services, including, without limitation, design or engineering services for the Project, that Subcontractor must maintain Professional Liability Insurance in amounts of not less than $1,000,000 per claim and $1,000,000 in the aggregate, providing liability coverage for bodily injury and property damage, as well as coverage for all professional services performed in connection with the Project. Such policy must (i) continue in force by renewal or Extended Reporting Period provision for a minimum period equal to three (3) years after substantial completion of the services; and (ii) apply with a retroactive date equal to or preceding the commencement of the services under the Contract Documents; and (iii) not contain a deductible or self-insured

retention in excess of $100,000 per claim, payment of which will be the sole responsibility of Contractor.

- Property Insurance. The Contractor shall purchase and maintain builders risk coverage upon the entire Work at the site to the full insurable value thereof. At the BPDA's sole discretion, they may elect to purchase a builders risk policy or other insurance to protect their property as they seem fit. Contractor and its Subcontractors must be responsible for each party's own property, tools, and equipment for their full replacement value, including all associated property insurance, deductibles, and claims related thereto.

9.3 Additional Insurance Requirements

- All insurance required of Contractor and its Subcontractors at any tier herein this **Article 10** must be issued by a company or companies authorized to do business in the State in which the Project is located, possessing an A.M. Best's Rating of not less than "A-" and a financial size of "VIII" in the latest edition of Best's Insurance Reports. Prior to the commencement of the Work and first entry upon the Project site, Contractor must deliver to BPDA, and will require and collect from each of its Subcontractors, duly executed Certificates of Insurance and all required policy endorsements for Additional Insured, Primary and Non-Contributory, and Waiver of Subrogation coverage conditions, and as otherwise evidencing all of the insurance required under this **Article 10**, which will be subject to BPDA's acceptance. Copies of policies will be provided to BPDA upon request. Evidence of the Flagship Wharf Bulkhead Repairs Construction, Address and BPDA's Project Number must be listed in the Description section of the Certificate and on all Project specific endorsements. In no event will any acceptance of Certificates of Insurance by BPDA, or failure of Contractor or any Subcontractor to provide Certificates of Insurance and endorsements as required hereunder, be construed as a waiver or limitation of Contractor's obligations to maintain and enforce insurance requirements pursuant to this **Article 10**.

- The Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability, as well as Contractor's Pollution Liability (if applicable) Insurance policies required of Contractor and its Subcontractors at any tier herein this **Article 10** must be primary and any other insurance that may be available to BPDA or any Additional Insured must be excess and non-contributory. Such primary and non-contributory coverage must be afforded without any limitation or exclusion due to the requirement of contractual privity. In addition, Contractor's and its Subcontractors' Commercial General Liability (including, without limitation, ongoing and products-completed operations coverage, as well as liability for injuries to Contractor's and any Subcontractor's employees), Automobile Liability, and Umbrella/Excess Liability, as well as Contractor's Pollution Liability (if applicable) Insurance policies must include BPDA and its affiliates, [BPDA's Lender, its successors and/or assigns, as their interest may appear], [development manager], and each of their respective directors, officers, board members, elected officials, shareholders, members, partners, employees, agents, successors and assigns (collectively, the "Additional Insureds") each as an additional insured. Such additional insured status must be afforded by way of scheduled endorsement at least as broad as the CG 20 37 10/01 together with CG 20 10 10/01 or their equivalent. Samples of policy endorsements must be furnished to BPDA prior to the date of execution of the Contract.

- Contractor and its Subcontractors of every tier must have all respective policies required herein this **Article 10** appropriately endorsed with waiver of subrogation endorsements in favor of BPDA and the Additional Insureds, which must not contain any limitation or exclusion due to the requirement of contractual privity. Samples of policy endorsements must be furnished to BPDA prior to the date of execution of the resulting Contract.

- Each insurance policy required of Contractor and its Subcontractors at any tier herein this **Article 10** will not be canceled, non-renewed, or materially altered without thirty (30) days' advance written notice (ten (10) days' advance written notice for non-payment of premium) to BPDA, which must

be stated on the Certificates of Insurance, if commercially available. Contractor's and Subcontractors' insurance policies must be endorsed to extend notice of cancellation rights to BPDA, to the extent commercially available. Contractor will endeavor to provide renewal Certificates at least ten (10) days prior to renewal of any policy required hereunder this **Article 10**, together with such other policy documents as BPDA may request must be provided to BPDA.

- Neither the maintenance of any insurance policy, nor the minimum limits required hereunder, will be deemed to limit or restrict in any way Contractor's or any such Subcontractor's liability in connection with or arising out of its Work nor the indemnification obligations set forth in the Contract or Contract Documents.

- The deductible or self-insured retention amount related to any insurance required hereunder of either party must not exceed $25,000 unless otherwise approved by both parties in writing. BPDA will not be responsible for any deductible or self-insured retention amount. Any agreed upon deductible or self-insured retention amount must be evidenced on the appropriate Certificate of Insurance.

- The policies of insurance maintained in accordance with this **Article 10** must not contain (i) any exclusion or restriction for work performed on a residential and/or condominium project, as applicable to the Project; or (ii) any classification endorsement or exclusion applicable to the Work or construction type contemplated by the resulting Contract, the Contract Documents, and the Project.

10 CHANGES IN THE WORK

10.1 Deviations

Chapter 30, Section 391 of the General Laws provides as follows:
"Every Contractor having a Contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the Commonwealth, or of any political subdivision thereof, shall perform all the work

required by such Contract in conformity with the Plans and Specifications contained therein. No willful and substantial deviation from said Plans and Specifications shall be made unless authorized in writing by the BPDA or by the Engineer or Architect in charge of the work who is duly authorized by the BPDA to approve such deviations. In order to avoid delays in the prosecution of the work required by such Contract such deviation from the Plans or Specifications may be authorized by a written order of the BPDA or such Engineer or Architect so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the BPDA stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and if the deviation is of any other nature, the reasons for such deviation, giving justification therefore; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon the between the contracting agency and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority".

“Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for".

“Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than Five Thousand Dollars ($5,000.00) or by imprisonment for not more than six (6) months, or both."

10.2 Changes by Written Order

Without invalidating the Contract, the BPDA may at any time, by written order of the BPDA, change, increase or omit any part of the work, or change the Contract, drawings or Contract Specifications or require the Contractor to furnish extra materials or extra labor relating to the work, and the Contractor shall conform to such orders. No change in the work, whether involving a change in the Contract price or not, shall be allowed unless the order therefore is signed by the BPDA. The BPDA shall determine the amount to be added to, or deducted from, the Contract

sum on account of any such change and shall determine the extension of time, if any, to be allowed. Such amount and extension of time shall, when possible, be stated in the order but, if necessary, may be determined at a later date, in which case a supplementary order, including the amount and extension of time, shall be issued for the work. The work covered by an order signed by the BPDA shall be prosecuted without delay, regardless of any objection of the Contractor according to the directions of the order.

10.3 Claims for Extra Work

If the Contractor takes exception to the amount to be added to or deducted from the Contract or to the extension of time, on account of any order issued by the BPDA, he shall, within one week of delivery of said order, file with the BPDA full statements in writing of the allowance he claims under such order and no claim for a change in the allowance under such order and no claim for a change in the allowance covered by any order shall be considered unless such statements have been so made and filed. The BPDA shall pass on any such claim and his decision in regard thereto shall be final. The work covered by an order to which the Contractor has taken exception shall be prosecuted without delay according to the directions of the order regardless of the Contractor's exception.

10.4 Computation of Price Adjustment

Unless the unit prices are applicable, the Contractor, shall, when requested by the BPDA to submit a price for extra work, or for changes in the work required by the Contract Documents, prepare and submit to the BPDA and the Architect, an itemized breakdown of the price of doing the added or changed work indicating the following, whether or not the work will be performed by his own forces, a subcontractor, or a combination of both:

For the work performed by his own forces, the Contractor may include only the actual cost of:

1. Labor including foremen (excluding salaried personnel)
2. Materials entering permanently into the work.
3. The reasonable cost at fair market rental rates for equipment employed directly on the work (hand tools and minor

equipment excluded.)

4. Power and consumable supplies for the operation of power equipment.
5. Insurance (including Unemployment, Workmen's Compensation benefits & Liability Insurance.)
6. Social Security, Pensions and Health & Welfare.
7. Contributions and employment Security Benefits.

To the total of Items 1-7 above, shall be added Ten Percent (10%) for overhead and to that total shall be added Ten Percent (10%) for profit and the actual cost of bond(s).

For the work performed by subcontractor, the subcontractor may include:

- Only the actual cost of Items 1-7 in Article 11.4, and to this total he/she
- Shall add Ten Percent (10%), for overhead and to that total shall be
- Added Five (5%) Percent for profit and the actual cost of bonds.

For the subcontractor work, the Contractor may add an allowance, not exceeding Five Percent (5%) if the total of the subcontractor's price, for the performance of an assuming the added responsibility for such work.

All credits shall be at actual costs.

The Contract limit of work lines shall be as indicated in the Contract Documents and changes in or to the work may be ordered within and/or beyond these lines.

Performance of the work, which is not required under the Contract Documents, or which is not authorized in writing by the BPDA, whether or not such work item is set forth hereunder as a Unit Price Item, shall not be considered cause for any extra payment on account of the Contract. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect/Engineer of the BPDA.

Prior to commencing the removal of materials, or placement of materials, the Contractor shall notify the BPDA in sufficient time to permit proper measurements to be taken on behalf of the BPDA. Only quantities, which have been approved in writing by the BPDA, will be considered in the determination of periodic payments

to the Contractor.

Wherever Unit Price Items are specified hereunder for the removal of materials, spoils or equipment such items shall become the property of the Contractor unless otherwise noted and shall be completely removed from the site and legally disposed of in accordance with the Contract Documents.

The methods of removal for ledge, rock and boulders, shall be determined and approved in writing by the Architect/Engineer and the BPDA, after consultation with the Contractor and the submission of detailed quantities.

All materials installation methods and definitions of terms, set forth under the Form for General Bid shall be as indicated in the Contract Documents, inclusive.

10.5 Changes in the Work, Execution of Instruments

All agreements for change in the work shall be in the form set forth in the section of Contract Documents entitled Standard Forms and must be executed as indicated therein before the Contract shall be deemed to be "altered" pursuant to law and before any payment with respect to any change in the work shall be made to the Contractor. Changes in the work duly ordered by the BPDA in writing pursuant to Article 11.2 shall be prosecuted without delay regardless of any exception by the Contractor to the amount to be added to, or deducted from the Contract price or to the extension of time, if any, as stated in such order.

11 GUARANTEES

11.1 General Guarantees

In consideration of the execution of this Contract by the BPDA and the price here stipulated to be paid obligates himself and agrees to bring all portions of the work under this Contract to completion in accordance with the Contract Documents and within the times specified, free of all defects in material and workmanship for a period of one (1) year from the date of Substantial Completion of the work. The Contractor guarantees on written notice from the BPDA to forthwith repair, and make good, or cause to be repaired and made good at his own expense, all defects

of material or workmanship in the said work and to pay for or cause to be paid for, any damage to other work resulting therefrom, or from the repair thereof, which may develop during the period one (1) year from the date of the Substantial Completion of the work

If at any time during the period of one (1) year from the date of final acceptance of the work contemplated in the Contract, as determined by the Engineer, any part of such work, which, in the opinion of the Engineer requires replacing or repairing, or damage to other property of the BPDA caused by any defect in the work, the Engineer may notify the Contractor in person or by mail to make the required repairs or replacement and repair such damage. If the Contractor neglects to make such repairs or replacements to the satisfaction of the Engineer within the ten (10) days from the date of giving or mailing such notice, then the Engineer may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the BPDA all amounts which it expends for such repairs or replacements.

During the guarantee period, the Contractor shall be responsible for all costs incurred in making good, including, and not by way of limitation, factory work, transportation and labor costs, all defects in the materials or workmanship and for all injuries, damages and replacement of work and equipment.

If, after installation, any of the materials or equipment furnished by the Contractor fail to meet the requirements of the Contract Documents as to quality or performance, the BPDA shall have the right to operate the equipment until it can be taken out of service for correction without any undue interference with operation. Temporary equipment, satisfactory to the BPDA, and without added expense to the BPDA, shall be provided during the repair period.

11.2 Special Guarantees

It is expressly agreed and understood that the general guarantee set forth under Article 12.1 is in addition to and not in substitution of, such guarantees as may be required under any section of the Specifications.

All guarantees required in the various sections of the Specifications, which originate with any subcontractor, shall be in the form set forth in the section of the Contract

Documents entitled Standard Forms and must be delivered to the BPDA before final payment to the Contractor may be made for the account of the particular subcontractor involved.

The Contractor and said subcontractor shall be jointly and severally liable to the BPDA, under the terms of all guarantees originating with a subcontractor.

The failure of the Contractor or subcontractor to deliver a required guarantee shall be deemed to constitute a failure of the subcontractor to fully complete his work in accordance with the Contract Documents.

The period of special guarantees for work by a subcontractor shall be one year, (unless a longer period is specified in final payment to the Contractor for the account of the particular subcontractor involved or from the date of Substantial Completion for the project, whichever occurs first.

The period of all other special grantees, unless otherwise specified, shall be one year from the date of Substantial Completion of the project.

The Contractor shall obtain and provide manufacturers' guarantees for equipment and materials as set forth and specified in the Contract Documents. The failure of the Contractor or subcontractor to obtain and deliver a required manufacturer's guarantee shall be deemed to constitute a failure of the Contractor of subcontractor to fully complete his work in accordance with the Contract Documents.

12 REMEDIES TO THE BOSTON PLANNING AND DEVELOPMENT AGENCY OF BOSTON

12.1 Discontinuance of Work of Contractor by BPDA

If the Contractor at any times refuses or neglects to supply a sufficiency of properly skilled workmen or if materials of the proper quality, or fails in any respect to prosecute the work with promptness and diligence, or fails in the performance of any of the agreements herein contained, and such refusal, neglect or failure has been certified to by the BPDA, the BPDA may at once provide such labor or materials

and deduct the entire cost thereof from any money then due, or thereafter to become due, to the Contractor under this Contract.

If the Contractor: is (1) adjudged a bankrupt; (2) makes a general assignment for the benefit of his creditors; (3) has a receiver of his property appointed; (4) abandons the work to be performed under this Contract; (5) sublets or assigns any portion of the work without the previous written consent of the BPDA; (6) becomes insolvent; (7) fails or neglects to supply sufficient properly skilled workmen or materials of the proper quality, and the BPDA so certifies in writing; (8) or fails to prosecute the work with promptness and diligence in the opinion of the BPDA, the BPDA may, without prejudice to any right or remedy, notify the Contractor to discontinue all work, after giving the Contractor and his Surety seven (7) days written notice.

Thereupon, the Contractor shall discontinue all work, and the BPDA, acting by the BPDA and at his discretion, by Contract or otherwise, may complete the work and charge the entire expense of so completing the work to the Contractor. The Contractor shall not be entitled to receive any further payment under this Contract until the work is wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the BPDA in completing the work, such excess shall be paid by the BPDA to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the BPDA. To complete the work, the BPDA may take possession of and use, or cause to be used, any materials, implements, machinery and tools found on the work site.

In the event that any of the provisions of this Contract are violated by the Contractor, or his approved subcontractors, and the Contractor fails to cure such violations and/or defaults of the Contract within seven (7) days of a Notice of Termination; or if the Contractor in the aforementioned seven (7) day period fails to make satisfactory arrangements with the BPDA to cure such violations and/or defaults which are approved in writing at the sole discretion of the BPDA, then the Contract shall cease and terminate without further notice or obligation of the BPDA. In the event of such Notice of Termination, the BPDA shall immediately serve notice thereof upon the Surety underwriter of the Contractor and the Surety shall have the

right to take over and perform the Contract in accordance with its full terms and conditions; provided however, that if the Surety does not commence performance of the Contract within ten (10) days from receipt of the Notice of Termination, or if the Surety does not make satisfactory arrangements which are approved by the BPDA in writing to commence work forthwith thereafter, the BPDA may take over the work and prosecute the same to completion by separate contract or otherwise, at the sole expense of the Contractor. The Contractor and his Surety shall be fully liable to the BPDA for any and all excess costs occasioned; by the work, including without limitation, any and all claims, demands, damages or liabilities arising from, growing out of or in any way connected by the Contract.

12.2 Indemnification

The Contractor shall assume the defense of, and hold the BPDA and the Architect/Engineer, their officers, agents, and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent rights, and by or from any act or omission or neglect of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

In any and all claims against the BPDA or the Architect/ Engineer or any of their officers, agents, or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. If the Contractor delays the progress of any work, let by the Boston Planning and Development Agency of Boston (“BPDA”) under a separate contract, apart from this Contract, so as to cause loss for which the BPDA becomes liable, then he shall reimburse the Boston Planning and Development Agency for such loss, in such sums as the BPDA shall determine to be just.

13 RELEASE OF THE BOSTON PLANNING AND DEVELOPMENT AGENCY ON

FINAL PAYMENT

In consideration of execution of this Contract by the BPDA, the Contractor agrees that simultaneously with the acceptance of what the BPDA tenders as the Final Payment by it under this Contract, he will execute and deliver to the BPDA an instrument under seal releasing and forever discharging the BPDA of and from any and all claims, demands and liabilities whatsoever of every name and nature both at law and in equity, arising from, growing out of, or in any way connected with this Contract, save only such claims, demands, and liabilities as are expressly expected in said instrument. It is agreed that the person who, in fact, executes and delivers said instrument, shall be deemed to be authorized and empowered to execute and deliver the same on behalf of the Contractor.

The Contractor, and all applicable subcontractors, shall work cooperatively with the building tenants for all work in this contract. All work shall be done in a matter that maintains tenants' access and safe evacuation routes.

14 PROJECT COMPLETION

14.1 Substantial Completion on or before **180 days** or **6 months** from Notice to Proceed and Final completion on or before **210 days** or **7 months** from Notice to Proceed.

END OF GENERAL CONDITIONS

APPENDIX E. SPECIAL CONDITIONS

1. DESCRIPTION OF WORK

1.1 The scope generally consists of the following work to repair the existing bulkhead:

- Repair deteriorated masonry
- Refurbish underside of Pier
- Remove abandoned utilities
- Repair and Restore broken parts of the fendering system
- Repair steel sheet pile bulkhead

2. TIME FOR COMPLETION AND SEQUENCE OF WORK

2.1 The work, which the Contractor is required to perform under this Contract, shall commence at the time stipulated by the BPDA in the Notice to Proceed. The work as outlined in the Contract, shall reach Substantial and Final Completion by the dates outlined as stipulated in the Contract. The Contractor shall employ sufficient equipment and workers to complete the construction as directed by the Architect. If, in the opinion of BPDA, the progress of the work of the Contractor does not, at any time, clearly demonstrate that the completion of the construction will meet with the approval of the Architect and BPDA reserves the right to require the Contractor to employ such additional equipment and workmen as required, and to work overtime hours to assure completion dates, without additional cost to the BPDA.

2.2 The Architect shall determine when the work shall be interrupted due to unsatisfactory or unforeseen conditions. Determination of the period to be included in the Time for Completion shall cease when the Architect directs that the work stop due to conditions and shall commence again on the first working day thereafter that the Architect may designate for the work to be resumed.

3. SALES TAX EXEMPTION

3.1 The Massachusetts Sales Tax is not applicable to items purchased under contract with the BPDA. The Contractor shall obtain from the BPDA the Sales Tax Exemption Number for use in the purchase of materials in the Commonwealth of Massachusetts and which are to be incorporated in the work under this Contract. This saving in cost shall be considered in establishing the bid prices.

4. GENERAL NOTES TO CONTRACTOR

4.1 Except as otherwise specifically stated in the Contract Documents and technical specifications ("Technical Specifications,") the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements required by this Contract complete in every respect within the specified time.

4.2 Unless otherwise specified herein all materials, workmanship, methods and practices shall conform to the current standards of the appropriate Department of the City of Boston.

4.3 The Contractor shall warrant the quality of all equipment and materials prior to their use. For certain specific items of the contract work, materials, or equipment to be enumerated by the BPDA, the Contractor shall submit a certificate of conformance to specifications with which verifying support data from manufacturers and suppliers will be provided, said certificate also providing assurance that all future deliveries of the same item(s) will similarly conform.

4.4 The General Contractor and all Subcontractors are responsible for the payment of all applicable permit fees, including the building permit fees. The cost of such fees shall be as stipulated by code, and

the fees for permits shall be carried by the Contractor(s) as part of their bid submission. The Agency will request a waiver of the building permit fee and if the permit fee is waived, the General Contractor and Subcontractors shall reimburse the Agency the full amount of the permit fee already included in his or her bid price.

4.5 The Contractor shall verify dimensions shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings and the Specifications he shall immediately notify the BPDA and the Architect. The Contractor will be held responsible for any errors resulting from his failure to exercise the aforementioned precaution.

4.6 As soon as the Contract is executed, the Contractor shall submit his construction schedule and a schedule for ordering and delivery of materials in anticipation of the Notice to Proceed. When the BPDA gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

4.7 The Contractor shall satisfy him/herself as to the existing conditions of the areas in which he is to perform his work. It is the Contractor's responsibility to make his own investigation and related assumptions and to satisfy himself as to both subsurface conditions and overhead structures and to ensure that these are reflected in the unit and lump sum prices bid. He shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same area and in adjacent areas. The BPDA will decide any disputed questions regarding the performance of the work, access to and cleaning up the site and priority regarding the performance between the various contractors. The Contractor shall advise the BPDA, in writing, of all agreements pertaining to coordinating his work with the work of other contractors in the area.

4.8 The Contractor shall exercise particular care that no damage be done to buildings and that as little damage as possible be done to walks, trees, shrubs, drives, walls, loading dock and other appurtenances. Upon completion of work, adjacent private properties shall be left in as good condition as they were in before the work started.

4.9 The Contractor shall make himself/herself aware of the laws and habits regarding the nesting of birds and is responsible for planning and/or mitigating the cost and time impacts to this project.

5. **COMMUNICATIONS**

5.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

5.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the BPDA), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

5.3 All papers required to be delivered to the BPDA shall, unless otherwise specified in writing to the Contractor, be delivered to the Capital Construction Department, 12 Channel Street, 9th Floor, Boston, MA 02210, and any notice to or demand upon the BPDA shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said BPDA at such address, or to such other representatives of the BPDA or to such other address as the BPDA may subsequently specify in writing to the Contractor for such purpose.

5.4 Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

5.5 The Contractor shall make himself/herself aware of the laws and habits regarding the nesting of birds and is responsible for planning and/or mitigating the cost and time impacts to this project.

5.6 The Contractor shall make himself/herself aware of the presence of radiofrequency equipment on the roof of the 12 Channel St. Building. The Contractor is responsible in determining their own risk and developing safe working practices. If the Contractor requires the shutdown of RF equipment on the roof to perform work, then the contractor will coordinate with tenants to schedule necessary shutdowns without delay to the schedule.

6. JOB OFFICES AND FACILITIES

6.1 The contractor shall confine its operations to the actual work site and storage areas designated by the BPDA. If the contractor chooses to have a job office or trailer on the site, it shall be located within the pre-approved areas by the BPDA. All costs associated with a job office shall be borne by the Contractor.

6.2 The BPDA will provide space for weekly progress construction meetings at the 12 Channel Street offices.

6.3 The Contractor shall have sole responsibility for providing materials, equipment, or tools and any storage required will be at the Contractor's own risk. The BPDA will not assume responsibility for any loss of materials, equipment or tools stored on its property.

6.4 In addition the Contractor shall provide bottled water machine and

water replacements, as well as suitable toilet facilities, adequately maintained, as necessary for the workers on this project.

6.5 Upon completion of the Work, or as directed by the BPDA, the Contractor shall remove any temporary structures and facilities from the Site, same to become his property, and leave the premises in a condition satisfactory to the BPDA and the Engineer.

7. CONTRACT DOCUMENTS AND DRAWINGS

7.1 Contract Documents and Drawings are available free of charge on the City of Boston Planning Department website: https://www.bostonplans.org/procurement/procurement-portal

7.2 To download the documents, Contractors must complete the form at the bottom of the page and submit their contact information. Subsequently, Contractors will be included on all future project mailings and addenda.

8. HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS

8.1 The Contractor, during his construction and other operations, may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately notify the BPDA so that a proper evaluation may be made of its importance. The BPDA shall arrange for the evaluation in a manner that shall not unduly interfere with the Contractor's operations.

8.2 All such items, if designated by competent BPDA to be of historical, archaeological or antique nature, shall not become the property of the Contractor, but shall be placed in the custody of the BPDA for disposition.

8.3 The Contractor shall be required to remove with care or to assist in the removal of any such item or items and to transport the same to

a place of safe keeping within the City of Boston.

9. RECORD DRAWINGS

9.1 The Contractor shall cooperate with the Architect and maintain at the Site a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of all his work, indicating thereon all variations from the Contract Drawings. This record of "as built" conditions shall include the work of all subcontractors.

9.2 Prior to final acceptance of the work, all "as built" data shall be transferred to a complete set of reproducible record drawings in ink on mylar, in electronic format of AutoCAD Release 2014 (min.) and Adobe PDF, on the originals of the Contract Drawings by the Architect with the cooperation of the Contractor as required. After review and approval, the record drawings will be completed and delivered to the BPDA by the Architect. No final payments will be released without approval of the as-built drawings.

10. APPLICABLE SPECIFICATIONS

10.1 The Technical Specifications contained in these Contract Documents are general specifications relating to various kinds of work, and only those specifications pertinent to the items listed in the Bid Proposal are applicable to the work to be done under this Contract.

11. HOURS OF WORK

11.1 The Contractor shall notify the BPDA’s representative on the Site of the days of the week and hours of each day which he proposes to work the job. He shall give 48 hours’ notice of any change in these workdays or hours. Such notice is necessary in order that there can be a BPDA inspector assigned to the work.

11.2 The Contractor shall give similar notice if he/she plans to work on a Saturday, Sunday or Holiday; also, if he plans to work long days or if he intends to be off the job for any reason and when he/she will return to the job, such notice must be given.

12. ARCHITECT

The BPDA has designated the following to be its representative to perform the duties of Architect for this contract. Architect Name/Address:

Gale Associates, INC., 300 Ledgewood Place, Suite 300, Rockland, MA 02370

13. SCHEDULING THE WORK AND CONTRACTOR TO PROPERLY ARRANGE HIS FORCES

13.1 The contractor shall schedule his work such that there is minimal disruption to the traffic in and out of the site.

13.2 The contractor will also coordinate his work with the BPDA to accommodate the tenants. The contractor must allow employees and representatives through the building if access is required.

13.3 The Contractor shall so arrange his forces and regulate his operations that, while complying with the provisions of any labor laws applicable to this work, he shall leave his work at the end of working periods in a safe and orderly condition.

14. TEMPORARY LIGHTING AND POWER

14.1 The Contractor shall at his own expense furnish and maintain when required, temporary lights as necessary to protect the public or as required by BPDA and/or the work.

15. EMERGENCY CONTACT INFORMATION

15.1 Before commencement of the Work, Contractor shall provide the

BPDA with a telephone number and email address of a representative of the Contractor who shall be available 24 hours per day (around the clock) in the event of an emergency or other problem requiring the Contractor's immediate attention. This representative must be within one-hour travel time from the work site.

15.2 Before commencement of the Work, the Contractor shall furnish to the BPDA the names, telephone numbers and email addresses of persons for each sub-contract category who may be contacted in the case of emergencies occurring outside regular hours of work. Contractor may also submit the names of additional persons to be contacted concerning other matters such as injuries, deliveries of materials, and other matters.

16. DELIVERY AND STORAGE OF MATERIALS AND EQUIPMENT

16.1 Equipment and materials to be used in the work under this Contract shall be delivered sufficiently in advance of their proposed use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for the work.

16.2 The Contractor shall provide suitable storage facilities for all materials, which are liable to injury by exposure to weather, theft, breakage, etc. All material delivered to the job shall be unloaded and placed in a manner which will not obstruct pedestrian or vehicular traffic. Any material or equipment which is damaged so that, in the opinion of the Architect, it is unfit for use, shall be satisfactorily repaired or promptly removed and replaced. Location of places for storage of materials and equipment including demolished material shall be approved by the Architect before any material is so stored.

16.3 The security and safety of all equipment, machinery and materials is the responsibility of the Contractor.

17. SALVAGE

17.1 The Contractor shall salvage any property of the BPDA that is uncovered in the course of his work and deemed by the BPDA to have value and deliver same to the BPDA at his own expense.

17.2 The Contractor shall dispose of all other property not deemed to be of value.

18 MATERIAL SUBSTITUTION

18.1 Where products or materials are specified by the manufacturers' name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if:

18.2 It is at least equal in quality, durability, appearance, strength and design.

18.3 It performs at least equal to the function imposed by the general design for the work.

18.4 It conforms substantially, even with deviations, to the detailed requirements for the item as indicated by the Specifications.

18.5 The Contractor's proposal however, shall be based on the use of any products or material specified, and where two or more products or materials are specified, the choice of these shall be optional with the Contractor.

19. SHOP DRAWINGS, SAMPLES AND PRODUCT DATA

19.1 The Contractor shall review, verify, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the BPDA or any separate Contractor,

all Shop Drawings, Product Data and Samples required by the Contract Documents and/or the Architect. The Architect shall review such submittals within six (10) calendar days of receiving the submission and make desired corrections. The Contractor shall make any corrections required by the Architect, file with him corrected copies, and furnish such other copies as may be needed. The Architect's approval of such drawings or schedules shall not relieve the Contractor of responsibility for deviations from plans and specifications unless the Contractor had in writing called the Architect's attention to such deviations at the time of the submission, nor shall it relieve him of responsibility for errors of any sort in the shop drawings. A shop drawing log shall be kept of all submissions and shall be updated weekly.

19.2 In order for the Architect and the BPDA to make a comprehensive color selection of all finishes, the Contractor shall submit required samples of finishes, in total, as close together as possible. Color selections will not be approved until all required samples are submitted. Color selections will be approved and returned five (5) working days after all color samples have been submitted.

19.3 Submittals may be submitted in digital or print form. If in print, the Contractor shall submit five (5) copies of each to:

Architect Name/Address

19.4 The Contractor shall stamp each sheet of the submission with a stamp stating that the Contractor has examined and checked the submission. The Contractor shall sign and date each sheet. Any submission which, upon examination by the Architect, shows evidence of not having been thoroughly checked will be returned to the Contractor for completion of checking before it will be considered for review.

19.5 The Architect shall furnish the BPDA with a digital file or one (1) copy

of all approved shop drawings, submissions, and correspondence related to shop drawings and their review. Two (2) copies shall be returned to the Contractor, and one (1) copy shall be sent to the Resident Engineer.

19.6 A listing of all shop drawings and submittals anticipated for the project shall be submitted to the Architect within 15 days after notice to proceed.

20. GUARANTEE OF MATERIALS AND WORKMANSHIP

20.1 All materials, services, equipment and workmanship furnished shall be guaranteed for a period of one year after the date of acceptance unless otherwise specified elsewhere in the contract documents. All work rejected must be redone at the Contractor's expense.

21 IDENTIFICATION OF EQUIPMENT

21.1 All Fire Alarm equipment and/or electrical, sprinkler and HVAC equipment installed under this contract shall be properly identified, manufacturer’s nameplate, serial number, model capacity, size, etc., as appropriate for the equipment. The Contractor shall furnish the manufacturer’s operating instructions and preventative maintenance manual and recommendations.

21.2 All Electrical panel boards/panels being altered shall be furnished with a neatly typewritten directory card with circuit designation for each circuit breaker. Cards shall be enclosed in clear plastic and be mounted in metal frame of panel door.

21.3 All Electrical/Fire Alarm equipment shall be properly identified with nameplates. All nameplates shall indicate designation, voltage, current (if available) and source from where it is fed with the prefix “from”.

21.4 Nameplates for all equipment shall be 1/8 inch thick plastic, size as

required and engraved to provide minimum 1/4 inch high white normal block lettering, a black background, fastened at each end of the plate by a minimum of two sheet metal screws or rivets. No gluing will be allowed.

22. RESTRICTIONS ON THE USE OF GROUNDS

22.1 The Contractor shall confine its operations to the actual work sites, access routes and storage areas designated by the BPDA's Facility Manager or by its designee.

22.2 The Contractor shall have sole responsibility for providing all materials, equipment, or tools and any storage required will be at the Contractor's own risk. The BPDA will not assume responsibility for any loss of materials, equipment, or tools stored on its property.

22.3 All roads and haul routes used by the Contractors shall be maintained and kept clean during the course of the work. Any damage to existing surfaces, caused by the Contractors operations shall be repaired and the areas involved restored to their previous condition, without cost to the BPDA.

23 VEHICULAR TRAFFIC CONTROL AND ACCESS

23.1 All vehicles, storage of materials and debris, and the operations of the Contractor in connection with the activities under this Section shall be confined to limits of the contract as shown on the drawings.

23.2 No arrangements for parking of personal vehicles will be made and employees are encouraged to take public transportation. Arrangements for temporary storage or parking of Contractor's trucks, cranes and other vehicles must be made through the BPDA.

23.3 Contractor shall arrange for, provide, and maintain, for all safety barricades, temporary work enclosures and posting of safety/hazard

signs in the work areas. Pedestrian and vehicular warning and detour routing signs shall be provided by the contractor to fully carry out the work. Any work taking place in the street shall require a lane closure form and a Boston Municipal Police detail.

23.4 The work shall be conducted in a manner that will not interrupt or interfere with daily operations of the BPDA or its Tenants. Safe passage of the general public shall be provided at all times. Provide pedestrian and vehicle warning signs to assure all safety precautions are being carried out on the project.

24 SKILLED LABOR AND EMPLOYEES

24.1 The Contractor shall furnish the Architect such information relating to the employees upon the work as the Architect may from time to time request. If any person employed on the work by the Contractor is insubordinate or appears to the Architect or the BPDA to be incompetent, unfaithful, or disorderly, he shall be discharged immediately on the demand of the Architect and shall not be again employed on the work without the approval of the Architect.

25 WORK QUANTITY SUBMISSIONS FOR PARTIAL PAYMENTS

25.1 The Contractor shall compare his work quantity reports with those of the Architect as the work progresses and his cumulative totals on a continuous basis as the Architect may require. At least once each week the Contractor shall make a formal submission of work quantity reports for comparison and approval by the Architect.

25.2 Estimates for payment are generally made on a monthly basis, although the period varies. Any quantity reports submitted later than 7 calendar days prior to the date established by the Architect for submission of a partial payment request will not be included.

25.3 Any violation of any provision of the Specifications which the

Architect deems hazardous to the public or which in his opinion endangers property or the work and which is not remedied at the time for submission of a monthly payment estimate, shall be considered sufficient reason for withholding such submission.

25.4 The Contractor shall submit a completed Schedule of Values at the start of the project. The Schedule of Values shall be used for partial payments.

26 INFORMATION AND COORDINATION

26.1 The Contractor shall obtain detailed information from the manufacturers of materials and equipment which is to be furnished and/or installed as to the proper method of installing and connecting same. The Contractor shall also obtain all information which may be necessary to facilitate the work and the completion of the whole project.

26.2 The Contractor shall keep fully informed, as to size, shape and location of all openings required for the equipment and shall give full information to other Contractors.

26.3 Confer with all other trades relative to location of all materials and equipment to be installed and select locations so as not to conflict with work of other Sections. Any conflicts shall be referred immediately to the Architect. All work and materials placed in violation of this clause shall be readjusted to the Architect's satisfaction at no expense to the BPDA.

26.4 The Contractor shall refer to all drawings for a full comprehension of the extent and detail of the work to be performed. These drawings are complementary with the specification, and any work indicated, mentioned or required in either is considered as specified by both.

26.5 Wherever conflicts occur between materials and equipment to be installed by any of these Contractors, they shall be adjusted prior to proceeding with the installation of work to the approval of the Architect. All coordination efforts will NOT be for any extra compensation.

27 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

27.1 Contract Drawings and Specifications for the construction shall be governed at all times by applicable provisions of the Federal Laws including, but not limited to, the following as most recently amended:

a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-586.
b. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
d. Record Keeping Requirements under the Williams-Steigler Occupational Safety and Health Act of 1970, U.S. Department of Labor, Occupational Safety and Health Administration.

27.2 The Contractor and all Subcontractors shall immediately report in writing all accidents, injuries, or health hazards to the BPDA and Architect, or their designated representatives. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970. The Contractor shall hold weekly "Tool Box" safety meetings; the subject of which will be recorded in the weekly Job Progress Report. All contractor(s) personnel shall be OSHA trained for construction safety training.

28 ACCIDENT PREVENTION

28.1 Comply with all Federal, State and municipal recommendations and requirements for safety, and accident prevention, and those of the Associated General Contractors of America, and the American Standards Association Standard A10.2. Ensure that the Field Superintendent conducts regular, frequent inspections of the site for compliance with safety regulations.

28.2 Neither the BPDA nor the Architect shall be responsible for providing a safe working place for the Contractor, Subcontractors, or their employees, or any individual responsible to them for the work.

29 RUBBISH REMOVAL

29.1 The Contractor shall keep all public work areas free from the accumulation of rubbish and debris at all times. At the end of each work week or sooner if required, the Contractor shall thoroughly clean the premises of rubbish and debris of any nature, and remove such from the premises.

29.2 The Contractor and each subcontractor shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in execution of his work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for maintaining the site free and clean of debris, leaving all work in a clean condition satisfactory to the BPDA.

30 ADVERTISING MATTER

30.1 Signs or advertisements will not be allowed on premises unless written approval has been obtained from the BPDA.

31 FIRE AND SAFETY PROCEDURES

31.1 Prior to the use of any type burning or welding operations on site the Contractor shall justify to the Architect of the need to conduct

such operation. If the Architect approves the need, the Contractor must then obtain the proper permits from the City of Boston Fire Department and adhere to all procedures before undertaking any operations.

32 DEBRIS AND SURPLUS MATERIALS

32.1 All debris and waste material generated by the construction and is, in the opinion of the BPDA, unsuitable, shall be removed daily from the jobsite by the Contractor. Debris shall not be permitted to accumulate, and the work area shall be kept clean at all times.

32.2 The Contractor and each subcontractor shall remove all tools, equipment, and appurtenances caused by and used in execution of his work, leaving all work in a clean condition daily.

33 UTILITIES COORDINATION

33.1 The Contractor shall not interrupt any utilities, without prior written approval from the BPDA. Any required utility interruption shall be requested in writing to the BPDA, minimize interruption duration and restore utilities to existing conditions. Any cost associated with interruption of utilities shall be paid for by the Contractor.

34 BOSTON FIRE SERVICES

34.1 Make all necessary arrangements with the Boston Fire Department in advance of times when regular off- duty, or reserve officers will be needed for control or protection, due to the operations performed under this Contact. Pay officers at the prevailing wage rates in the municipality for such services. All cost for FIRE Duty will be paid by the Contractor and is included and accounted for in the Form for General Bid. See Special Duty Fire Department Services, Bid Item 1.3.1

35 COMPENSATION FOR WORK OF THE SPECIAL CONDITIONS

35.1 All of the work of these Special Conditions is to be provided and paid for by the Contractor and compensation therefore unless specifically provided for in the Technical Specifications shall be included as part of his/her bid.

36 VISIT THE PREMISES

36.1 The Examination of the site and pertinent existing conditions shall be made by the Contractor, who shall compare it with the contract drawings and specifications, to determine the exact amount of work including that to be removed, altered and/or reconnected. The Contractor shall be satisfied as to the condition under which the work is to be performed and gain complete knowledge of the scope of the work to provide for a complete and operable system. No allowances shall subsequently be made for any extra expense to which the Contractor

36.2 The Contractor will be held to have examined the premises before submitting the proposal for the work and to have knowledge as to the existing conditions under which the work is to be accomplished.

37 CONSTRUCTION SCHEDULE

37.1 The work under this Contract shall be scheduled and coordinated so as to avoid disturbance and negative impact on the operations of the Tenant areas.

37.2 The Contractor shall provide the Architect with a recommended breakdown of construction work events and activities by trade, floor and/or structure. For each work activity and/or event, the following is the type of information which shall be supplied.

- Schedule of submittals and approval requirements
- Estimated duration in work days, start and finish
- Estimated crew size

- Estimated cost involved
- Early start, late start
- Early finish, late finish
- Total float, free, float
- List of all activities and events which directly follow pertinent activity or event.

37.3 Each segment for work shall be completed by the specific time indicated on the approved schedule. The Contractor will be required to work in excess of the normal hours until the status of the work conforms with the times indicated on the approved schedules at no additional cost to the BPDA.

37.4 Should it be necessary to work more than forty (40) hours per week, all cost shall be assumed by the Contractor. Working hours and locations shall be subject to the following conditions and restrictions at no additional cost to the BPDA.

i. Construction and installation of the miscellaneous work associated with the completion. Demolition and removal and miscellaneous work required for acceptance.
ii. The availability of access to tenant space.
iii. revise
iv. Work shall be scheduled by the Contractor so as not to conflict in any way with the operations of the Tenant or the traveling public.
v. The Contractor's superintendent is required to be on site during all times when workmen are present at the site. Tools and other equipment used in the completion of the work of this Contract shall be kept inaccessible to non-contractor personnel and removed from the work site at the end of all shifts.

37.5 The Contractor shall report progress in writing each Friday on each current activity shown on the detailed schedule on a report form

approved by the Architect. Progress reports shall show days worked and estimated days required to complete activities.

38 INSURANCE

38.1 The Contractor's attention is directed to Article 10, of the General Conditions, pertaining to the specific requirements for insurance.

38.2 For insurance purposes, the site of the work and/or the project site includes not only the limited physical work areas involved but also certain other areas and operations set up for utility, sanitary, electrical, water, pollution control, disposal and cleaning purposes; to furnish materials for the work including storage and stockpile areas and all routes between and among them.

38.3 The insurance limits specified under Article 10 of the General Conditions are changed as follows:

i. Contractor shall provide a comprehensive general liability policy including products/completed operations with a single limit provision for bodily injury and/or property damage, including theft or damage to stored materials, of a minimum of $5,000,000 written on an occurrence basis. Include XCU coverage (explosion, collapse, underground). Completed operations coverage shall be provided for the actual contract period and as it may be extended plus one year.

ii. Comprehensive Automobile Liability and Property Damage Insurance.

iii. The Contractor shall provide comprehensive automobile liability insurance with a single limit provision, written on an occurrence basis, covering all owned vehicles, hired vehicles, or non-owned vehicles for all personal and property damages arising out of bodily injuries, death or destruction of property and subject to a limit of a minimum of not less than $3,000,000 per occurrence for

damages arising out of injury to or destruction of property with a MCS 90 endorsement to cover the transportation of hazardous materials.

iv. As part of the Contractor's Liability Insurance, the Contractor shall provide Pollution Liability Insurance for claims involving hazardous materials, including asbestos, lead, PCB's and pollutants, with minimum insurance limits of $5,000,000 each occurrence and in the aggregate.

v. The Boston Planning and Development Agency of Boston shall be named as an additional insured on all policies of liability insurance.

vi. If by the terms of this insurance a mandatory deductible is required, in the event of a paid claim, the Contractor shall be responsible for the deductible amount.

39 **PROGRESS MEETING**

39.1 The Contractor will be required to attend weekly meetings, as well as any additional meetings in the interim at the time and locations directed by the Architect. The Contractor shall be prepared to discuss the progress to- date and the anticipated work in the forthcoming week.

39.2 The Contractor will provide minutes of weekly meetings.

40 **OMITTED WORK ITEMS**

40.1 The BPDA reserve the right to delete any item or items from the work and to reduce the contract price by an amount determined in accordance with this Article. The amount of any portion of the work ordered omitted or deleted from the Contract shall be determined in accordance with the applicable provisions of Article 11, General Conditions.

41 DUST CONTROL

41.1 The Contractor shall provide adequate means for the purpose of preventing dirt caused by construction operations throughout the period of the construction contract. The BPDA shall determine the need for and effectiveness of dust control. See applicable technical specifications regarding dust control. See specifications for more detailed description for dust control.

42 PROJECT CLOSEOUT

42.1 Once the project has reached Substantial Completion, the Contractor shall complete all pertinent forms within the Standard Forms section for submission with the Final Payments.

42.2 The Final “working” Application and Certificate for Payment and the “retainage” Application and Certificate for Payment shall be submitted separately, although it can be done simultaneously.

43 WARRANTY

43.1 The Contractor shall obtain from the manufacturer of all the materials and equipment when possible and provide to the BPDA, a manufacturer’s warranty in a form acceptable to and for the benefit of the BPDA warranting the equipment against defects in design, materials and workmanship for a period of one (1) year following final testing and acceptance. Any defect of the above nature discovered shall be made good without expense to the BPDA.

44 PROJECT SIGN

44.1 The sign sketches and wording shall be given to the contractor at the start of construction for fabrication. The Contractor shall install the sign sketches and wording, at locations designated by the BPDA, two (2) exterior signs in accordance with the following:

1. Size: 4' high x 8' long
2. Material: heavy-duty, non-porous, light-blocking, single-side vinyl material with a black color on the reverse
3. Assembly: Reinforced sewn edges with grommets at 12" intervals
4. Colors: As outlined on the “Temporary Construction Improvement Sign” at the end of these Special Conditions.

44.2 The Project Engineer of the BPDA shall determine “Tagline” and “Capital Project Title” to be placed on the “Temporary Construction Improvement Sign” at the first Project Progress Meeting, if they have not received text prior to that time.

44.3 The “Temporary Construction Improvement Sign” shall be erected within ten days after the Notice to Proceed or the receipt of actual text, whichever occurs later. The sign shall be maintained in good condition by the Contractor for the duration of the project and removed only at the direction of the BPDA. The selected Contractor is to follow plan as indicated in the Technical Specifications.

44.4 No other signs, notices, or advertisements shall be displayed without the written approval of the BPDA.

45 **PHOTOGRAPHY**

45.1 Required project photographs should be saved in a .JPG format on a memory stick (Thumb Drive). At the completion of the project the Contractor shall deliver all digital photographs to Boston Planning & Development Agency, 12 Channel Street, 9th Floor, Boston, MA 02210.

46 **CONSTRUCTION SEQUENCE**

46.1 The Contractor may proceed with the work in any order that he chooses as long as the access points, indicated on the drawings are fully accessible at all times. At no time shall the access be blocked or

otherwise prohibited from use during the course of this project. General coordination of the work will be necessary with others, and every effort will be made to accommodate the work knowing the existing uses and businesses at the site.

47 SITE ACCESS

47.1 The Contractor shall submit to the BPDA after the Notice to Proceed but prior to starting the work, in writing, a proposed site layout showing all equipment and material placement. The BPDA shall approve, or review and revise the layout and work area requirements prior to the Contractor starting the work. The Contractor shall realize that there will be traffic in the area and that there should be a close coordination between the abutters and the Contractor.

48 WORKMANSHIP

48.1 Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship. Perform work by people qualified to produce workmanship of specified quality.

49 COOPERATION WITH OTHERS

49.1 The Contractor shall cooperate and coordinate with all parties involved in daily activities, including but not limited to BPDA Operations and tenants.

49.2 The general contractor and his subcontractors shall work harmoniously with all elements of labor employed or to be employed on the work, or adjacent to the site where work will be performed under this Contract, and shall perform such work in a manner so as to promote the orderly and efficient performance of the work under this contract. The General Bidder shall include corresponding provisions of working in harmony with all elements

of labor employed at or adjacent to the site in all its subcontracts and agreements.

49.3 Without limiting the generality of the foregoing, “Labor Harmony” shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the Work of the Project, or any violence or harm to any persons or property on the Project.

49.4 The Contractor, and all applicable subcontractors, shall work cooperatively with the Charlestown Navy Yard tenants, as needed, for all work in this contract. All work shall be done in a matter that maintains tenants’ access and safe evacuation routes.

49.5 The Contractor, and all applicable subcontractors, shall coordinate and abide by any direction of Coast Guard and Harbor Police, as well as coordinate water activities with Courageous Sailing, the Pier 6 Marina, and the MBTA. The Contractor shall coordinate with any other contractors who may be performing work concurrently in the Charlestown Navy Yard.

END OF SPECIAL CONDITIONS

APPENDIX F. PLANS AND TECHNICAL SPECIFICATIONS

Bidders shall download the plans and technical specifications using this link:

https://bpda.box.com/s/2altqaxwa9vqbbu1lrojc5gt1rwmx629

APPENDIX G. MASSACHUSETTS PREVAILING WAGE REPORT

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

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Boston - Planning & Development Agency	**City/Town:**	BOSTON
Wage Request No:	20260917193316	**Job Location:**	Flagship Avenue Charlestown MA 02129
Description of Work:	The purpose of this project is to replace and repair critical waterfront infrastructure and provide continuous access to the Boston Harbor waterfront for the public.		
Contract Number:			

§§ 26-27D Construction Project

This Prevailing Wage Schedule establishes the minimum wage rates that employees on this public works construction project must be paid. The project's Wage Request Number is listed above and on all pages of this Schedule. This schedule applies **only** to this specific project.

Awarding Authority Responsibilities

- You must include this Prevailing Wage Schedule (PWS) or an appropriate reference to it in all advertisements and calls for bids.
- The PWS must be incorporated in its entirety into all contracts for this project (G.L. c. 149, § 27).
- The wage rates on this PWS will remain in effect for the duration of the project. **Exception:** You must request an updated schedule for any multi-year construction project no later than 2 weeks before the project's yearly anniversary date.
  - For CM AT RISK projects, the anniversary date is the earlier of the signing date of: (a) the GMP Amendment; or (b) the first amendment to permit procurement of construction services.
  - For all other construction projects, the anniversary date is the date the contract was signed by the Awarding Authority and the General Contractor.
- You must also request an updated PWS if you have not opened bids or selected a contractor within 90 days of the date of issuance on this PWS.
  - For CM AT RISK projects, the earlier of (a) the signing date of the GMP Amendment; or (b) the bid for the first construction scope of work must be within 90 days of the date of issuance on this Schedule.
- You must provide any updated PWS to all contractors working on the project, including general and sub-contractors.
- You must keep the contractors' weekly certified payroll records and Statements of Compliance on file for **3 years.**
- Awarding authorities have other prevailing wage responsibilities not listed above. Learn more at: **[Prevailing wage: for awarding authorities | Mass.gov]** and G.L. c. 149, §§ 26-27D.

Contractor Responsibilities

- You must pay all employees who perform construction work on this project at least the wage rate listed on this PWS. **Warning!** If you do not follow this requirement, you can face civil fines, criminal charges, or private lawsuits.
- You must post this PWS at the worksite where it can be easily seen. (G.L. c. 149, § 27)
- You must file weekly payroll reports and a Statement of Compliance with the awarding authority (**not** DLS). You can file payroll reports by mail or email and must keep them on file for 3 years. Each weekly payroll report must include each employees' name, address, occupational classification(s), hours worked, and wages paid. Find a sample report at: mass.gov/dols/pw.
- You cannot pay any employees at the apprentice rates listed on this PWS unless they are registered with the Massachusetts Division of Apprentice Standards (DAS). Qualifying apprentices must be paid at the applicable step rate and must carry their apprentice ID card during all work hours on the project. Apprentices **not** registered with DAS must be paid at the listed journeyworker's rate, even if they are registered with a different federal/state public agency or private entity. For every week in which apprentice rates are paid, a copy of each apprentice's apprentice ID card issued by DAS shall be attached to the certified payroll records.
- If you don't know what classification or rate applies to the work being performed, you must ask DLS; paying the wrong rate subjects you to enforcement.
- Please contact DLS if you have any questions about the Prevailing Wage Schedule: (617) 626-6953 or **DLS.Feedback@mass.gov**

Employees who are **not** paid the wage listed on the Prevailing Wage Schedule (PWS) may file a complaint with the Attorney General's Fair Labor

Division: **www.mass.gov/ago/fld**; **(617) 727-3465.**

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	$43.05	$15.91	$21.78	$0.00	$0.00	$80.74
	12/1/2026	$43.05	$15.91	$23.52	$0.00	$0.00	$82.48
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	$43.12	$15.91	$21.78	$0.00	$0.00	$80.81
	12/1/2026	$43.12	$15.91	$23.52	$0.00	$0.00	$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	$43.24	$15.91	$21.78	$0.00	$0.00	$80.93
	12/1/2026	$43.24	$15.91	$23.52	$0.00	$0.00	$82.67
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	1/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$51.40	$10.90	$9.75	$9.65	$0.00	$81.70
	6/1/2027	$53.00	$10.90	$9.75	$9.65	$0.00	$83.30
	12/1/2027	$54.60	$10.90	$9.75	$9.65	$0.00	$84.90
	6/1/2028	$56.28	$10.90	$9.75	$9.65	$0.00	$86.58
	12/1/2028	$57.95	$10.90	$9.75	$9.65	$0.00	$88.25
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026	$50.00	$10.90	$9.75	$9.65	$0.00	$80.30
	12/1/2026	$51.50	$10.90	$9.75	$9.65	$0.00	$81.80
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
BACKHOE/FRONT-END LOADER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$51.40	$10.90	$9.75	$9.65	$0.00	$81.70
	6/1/2027	$53.00	$10.90	$9.75	$9.65	$0.00	$83.30
	12/1/2027	$54.60	$10.90	$9.75	$9.65	$0.00	$84.90
	6/1/2028	$56.28	$10.90	$9.75	$9.65	$0.00	$86.58
	12/1/2028	$57.95	$10.90	$9.75	$9.65	$0.00	$88.25
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$50.00	$10.90	$9.75	$9.65	$0.00	$80.30
	12/1/2026	$51.50	$10.90	$9.75	$9.65	$0.00	$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER BOILERMAKERS LOCAL 29 BOILERMAKERS LOCAL 29	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
2	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
3	70.00	$33.68	$7.07	$10.03	$4.20	$0.00	$54.98
4	75.00	$36.09	$7.07	$10.74	$4.50	$0.00	$58.40
5	80.00	$38.50	$7.07	$11.45	$4.80	$0.00	$61.82
6	85.00	$40.90	$7.07	$12.18	$5.10	$0.00	$65.25
7	90.00	$43.31	$7.07	$12.88	$5.40	$0.00	$68.66
8	95.00	$45.71	$7.07	$13.62	$5.70	$0.00	$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (BOSTON)	8/1/2026	$70.15	$12.84	$15.57	$8.02	$0.00	$106.58
	2/1/2027	$71.55	$12.84	$15.57	$8.02	$0.00	$107.98

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.08	$12.84	$15.57	$8.02	$0.00	$71.51
2	60.00	$42.09	$12.84	$15.57	$8.02	$0.00	$78.52
3	70.00	$49.11	$12.84	$15.57	$8.02	$0.00	$85.54
4	80.00	$56.12	$12.84	$15.57	$8.02	$0.00	$92.55
5	90.00	$63.14	$12.84	$15.57	$8.02	$0.00	$99.57

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.78	$12.84	$15.57	$8.02	$0.00	$72.21
2	60.00	$42.93	$12.84	$15.57	$8.02	$0.00	$79.36
3	70.00	$50.09	$12.84	$15.57	$8.02	$0.00	$86.52
4	80.00	$57.24	$12.84	$15.57	$8.02	$0.00	$93.67
5	90.00	$64.40	$12.84	$15.57	$8.02	$0.00	$100.83

Apprentice to Journeyworker Ratio: 1:5

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	$50.40	$10.90	$9.75	$9.80	$0.00	$80.85
LABORERS	12/1/2026	$51.90	$10.90	$9.75	$9.80	$0.00	$82.35
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
LABORERS	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	6/1/2026	$49.58	$10.90	$9.75	$9.80	$0.00	$80.03
LABORERS	12/1/2026	$51.08	$10.90	$9.75	$9.80	$0.00	$81.53
LABORERS - FOUNDATION AND MARINE							
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
LABORERS	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
LABORERS - ZONE 1	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	9/1/2026	$63.69	$10.58	$11.47	$8.50	$0.00	$94.24
CARPENTERS	3/1/2027	$65.19	$10.58	$11.47	$8.50	$0.00	$95.74
CARPENTERS -ZONE 1 (Metro Boston)							

Apprentice: CARPENTER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$28.66	$11.08	$0.00	$1.73	$0.00	$41.47
2	45.00	$28.66	$11.08	$0.00	$1.73	$0.00	$41.47
3	55.00	$35.03	$11.08	$0.00	$3.40	$0.00	$49.51
4	55.00	$35.03	$11.08	$0.00	$3.40	$0.00	$49.51
5	70.00	$44.58	$11.08	$11.41	$5.10	$0.00	$72.17
6	70.00	$44.58	$11.08	$11.41	$5.10	$0.00	$72.17
7	80.00	$50.95	$11.08	$11.44	$6.80	$0.00	$80.27
8	80.00	$50.95	$11.08	$11.44	$6.80	$0.00	$80.27

Apprentice: CARPENTER

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$29.34	$10.58	$0.00	$1.73	$0.00	$41.65
2	45.00	$29.34	$10.58	$0.00	$1.73	$0.00	$41.65
3	55.00	$35.85	$10.58	$0.00	$3.40	$0.00	$49.83
4	55.00	$35.85	$10.58	$0.00	$3.40	$0.00	$49.83
5	70.00	$45.63	$10.58	$11.41	$5.10	$0.00	$72.72
6	70.00	$45.63	$10.58	$11.41	$5.10	$0.00	$72.72
7	80.00	$52.15	$10.58	$11.44	$6.80	$0.00	$80.97
8	80.00	$52.15	$10.58	$11.44	$6.80	$0.00	$80.97

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	4/1/2026	$39.39	$8.29	$4.47	$5.00	$0.00	$57.15
CARPENTERS	10/1/2026	$40.19	$8.29	$4.47	$5.00	$0.00	$57.95
CARPENTERS -ZONE 1 (Wood Frame)	4/1/2027	$40.99	$8.29	$4.47	$5.00	$0.00	$58.75

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$19.70	$8.29	$0.00	$0.00	$0.00	$27.99
2	50.00	$19.70	$8.29	$0.00	$0.00	$0.00	$27.99
3	55.00	$21.66	$8.29	$0.00	$2.00	$0.00	$31.95
4	55.00	$21.66	$8.29	$0.00	$2.00	$0.00	$31.95
5	70.00	$27.57	$8.29	$4.47	$3.00	$0.00	$43.33
6	70.00	$27.57	$8.29	$4.47	$3.00	$0.00	$43.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: CARPENTER WOOD FRAME

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	80.00	$31.51	$8.29	$4.47	$4.00	$0.00	$48.27
8	80.00	$31.51	$8.29	$4.47	$4.00	$0.00	$48.27

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$20.10	$8.29	$0.00	$0.00	$0.00	$28.39
2	50.00	$20.10	$8.29	$0.00	$0.00	$0.00	$28.39
3	55.00	$22.10	$8.29	$0.00	$2.00	$0.00	$32.39
4	55.00	$22.10	$8.29	$0.00	$2.00	$0.00	$32.39
5	70.00	$28.13	$8.29	$4.47	$3.00	$0.00	$43.89
6	70.00	$28.13	$8.29	$4.47	$3.00	$0.00	$43.89
7	80.00	$32.15	$8.29	$4.47	$4.00	$0.00	$48.91
8	80.00	$32.15	$8.29	$4.47	$4.00	$0.00	$48.91

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING PLASTERERS AND CEMENT MASONS LOCAL 534 Plasterers and Cement Masons - Zone 1	7/1/2026	$54.49	$13.35	$16.43	$7.78	$1.80	$93.85
	1/1/2027	$55.94	$13.35	$16.43	$7.78	$1.80	$95.30
	7/1/2027	$57.29	$13.35	$16.43	$7.78	$1.80	$96.65
	1/1/2028	$58.64	$13.35	$16.43	$7.78	$1.80	$98.00

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$16.43	$7.78	$0.00	$86.60

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.97	$13.35	$16.43	$0.00	$0.00	$57.75
2	60.00	$33.56	$13.35	$16.43	$7.78	$1.80	$72.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: CEMENT MASONRY/PLASTERING							
Effective Date: 1/1/2027							
Step / Percent		**Apprentice Base Wage**					
3 / 65.00		$36.36	$13.35	$16.43	$7.78	$1.80	$75.72
4 / 70.00		$39.16	$13.35	$16.43	$7.78	$1.80	$78.52
5 / 75.00		$41.96	$13.35	$16.43	$7.78	$1.80	$81.32
6 / 80.00		$44.75	$13.35	$16.43	$7.78	$1.80	$84.11
7 / 90.00		$50.35	$13.35	$16.43	$0.00	$0.00	$80.13
Apprentice to Journeyworker Ratio: 1:5							
CHAIN SAW OPERATOR	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
LABORERS LABORERS - ZONE 1	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	$60.61	$17.05	$13.35	$3.25	$0.00	$94.26
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.09	$17.05	$13.35	$3.25	$0.00	$95.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51
PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1							
Apprentice: DELEADER (BRIDGE)							
Effective Date: 1/1/2026							
Step / Percent		**Apprentice Base Wage**					
1 / 50.00		$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2 / 55.00		$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3 / 60.00		$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4 / 65.00		$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5 / 70.00		$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6 / 75.00		$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7 / 80.00		$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8 / 90.00		$53.60	$10.35	$12.00	$11.34	$0.00	$87.29
Apprentice to Journeyworker Ratio: 1:1							
DEMO: ADZEMAN	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS LABORERS - ZONE 1	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.40	$10.90	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.00	$10.90	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.68	$10.90	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.35	$10.90	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS LABORERS LABORERS - ZONE 1	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.15	$10.90	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$54.75	$10.90	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.43	$10.90	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.10	$10.90	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS LABORERS - ZONE 1	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.40	$10.90	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.00	$10.90	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.68	$10.90	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.35	$10.90	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.15	$10.90	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$54.75	$10.90	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.43	$10.90	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.10	$10.90	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS LABORERS - ZONE 1	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$78.11	$10.08	$11.62	$10.04	$0.00	$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90

Apprentice: ELECTRICIAN

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$27.51	$13.00	$0.83	$0.00	$0.00	$41.34
2	40.00	$27.51	$13.00	$0.83	$0.00	$0.00	$41.34
3	45.00	$30.95	$13.00	$13.56	$4.05	$0.00	$61.56
4	45.00	$30.95	$13.00	$13.56	$4.05	$0.00	$61.56
5	50.00	$34.39	$13.00	$13.66	$4.50	$0.00	$65.55
6	55.00	$37.83	$13.00	$13.76	$4.95	$0.00	$69.54
7	60.00	$41.27	$13.00	$13.87	$5.40	$0.00	$73.54
8	65.00	$44.71	$13.00	$13.97	$5.85	$0.00	$77.53
9	70.00	$48.15	$13.00	$14.07	$6.30	$0.00	$81.52
10	75.00	$51.59	$13.00	$14.18	$6.75	$0.00	$85.52

Apprentice: ELECTRICIAN

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$27.99	$13.00	$0.84	$0.00	$0.00	$41.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2026	$77.26	$16.38	$11.06	$10.70	$0.00	$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	$80.55	$16.48	$11.16	$11.00	$0.00	$119.19

Apprentice: ELECTRICIAN

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	40.00	$27.99	$13.00	$0.84	$0.00	$0.00	$41.83
3	45.00	$31.49	$13.00	$13.57	$4.05	$0.00	$62.11
4	45.00	$31.49	$13.00	$13.57	$4.05	$0.00	$62.11
5	50.00	$34.99	$13.00	$13.68	$4.50	$0.00	$66.17
6	55.00	$38.48	$13.00	$13.78	$4.95	$0.00	$70.21
7	60.00	$41.98	$13.00	$13.89	$5.40	$0.00	$74.27
8	65.00	$45.48	$13.00	$13.99	$5.85	$0.00	$78.32
9	70.00	$48.98	$13.00	$14.10	$6.30	$0.00	$82.38
10	75.00	$52.48	$13.00	$14.20	$6.75	$0.00	$86.43

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$38.63	$0.00	$0.00	$0.00	$0.00	$38.63
2	55.00	$42.49	$16.38	$11.06	$10.70	$0.00	$80.63
3	65.00	$50.22	$16.38	$11.06	$10.70	$0.00	$88.36
4	70.00	$54.08	$16.38	$11.06	$10.70	$0.00	$92.22
5	80.00	$61.81	$16.38	$11.06	$10.70	$0.00	$99.95

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$40.28	$0.00	$0.00	$0.00	$0.00	$40.28
2	55.00	$44.30	$16.48	$11.16	$11.00	$0.00	$82.94
3	65.00	$52.36	$16.48	$11.16	$11.00	$0.00	$91.00
4	70.00	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
5	80.00	$64.44	$16.48	$11.16	$11.00	$0.00	$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2026	$54.08	$16.38	$11.06	$10.07	$0.00	$91.59
	1/1/2027	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	$54.40	$16.55	$13.35	$3.25	$0.00	$87.55
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2026	$55.69	$16.55	$13.35	$3.25	$0.00	$88.84
	5/1/2027	$57.12	$16.55	$13.35	$3.25	$0.00	$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	$56.02	$16.55	$13.35	$3.25	$0.00	$89.17
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2026	$57.32	$16.55	$13.35	$3.25	$0.00	$90.47
	5/1/2027	$58.77	$16.55	$13.35	$3.25	$0.00	$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	$26.28	$16.55	$13.35	$3.25	$0.00	$59.43
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2026	$27.04	$16.55	$13.35	$3.25	$0.00	$60.19
	5/1/2027	$27.89	$16.55	$13.35	$3.25	$0.00	$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
/ COMMISSIONING ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	$47.55	$17.05	$13.35	$3.25	$0.00	$81.20
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$48.73	$17.05	$13.35	$3.25	$0.00	$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	$29.21	$10.90	$9.75	$9.65	$0.00	$59.51
LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/1/2026	$29.21	$10.90	$9.75	$9.65	$0.00	$59.51
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	9/1/2026	$60.74	$10.33	$11.47	$8.80	$0.00	$91.34
FLOORCOVERERS LOCAL 2168 FLOORCOVERERS LOCAL 2168 ZONE I	3/1/2027	$62.24	$10.33	$11.47	$8.80	$0.00	$92.84

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: FLOORCOVERER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$27.33	$10.33	$0.00	$1.76	$0.00	$39.42
2	45.00	$27.33	$10.33	$0.00	$1.76	$0.00	$39.42
3	55.00	$33.41	$10.33	$0.00	$3.52	$0.00	$47.26
4	55.00	$33.41	$10.33	$0.00	$3.52	$0.00	$47.26
5	70.00	$42.52	$10.33	$11.47	$5.28	$0.00	$69.60
6	70.00	$42.52	$10.33	$11.47	$5.28	$0.00	$69.60
7	80.00	$48.59	$10.33	$11.47	$7.04	$0.00	$77.43
8	80.00	$48.59	$10.33	$11.47	$7.04	$0.00	$77.43

Apprentice: FLOORCOVERER

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$28.01	$10.33	$0.00	$1.76	$0.00	$40.10
2	45.00	$28.01	$10.33	$0.00	$1.76	$0.00	$40.10
3	55.00	$34.23	$10.33	$0.00	$3.52	$0.00	$48.08
4	55.00	$34.23	$10.33	$0.00	$3.52	$0.00	$48.08
5	70.00	$43.57	$10.33	$11.47	$5.28	$0.00	$70.65
6	70.00	$43.57	$10.33	$11.47	$5.28	$0.00	$70.65
7	80.00	$49.79	$10.33	$11.47	$7.04	$0.00	$78.63
8	80.00	$49.79	$10.33	$11.47	$7.04	$0.00	$78.63

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	$54.85	$10.35	$12.00	$12.60	$0.00	$89.80
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 1)							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.43	$10.35	$0.00	$0.00	$0.00	$37.78
2	55.00	$30.17	$10.35	$0.00	$6.88	$0.00	$47.40
3	60.00	$32.91	$10.35	$0.00	$7.50	$0.00	$50.76
4	65.00	$35.65	$10.35	$0.00	$8.13	$0.00	$54.13
5	70.00	$38.40	$10.35	$11.95	$8.75	$0.00	$69.45
6	75.00	$41.14	$10.35	$11.95	$9.38	$0.00	$72.82
7	80.00	$43.88	$10.35	$11.95	$10.00	$0.00	$76.18
8	90.00	$49.37	$10.35	$11.95	$11.25	$0.00	$82.92

Apprentice to Journeyworker Ratio: 1:1

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.66	$0.00	$0.00	$0.00	$0.00	$32.66
2	60.00	$35.63	$17.05	$13.35	$3.25	$0.00	$69.28
3	65.00	$38.60	$17.05	$13.35	$3.25	$0.00	$72.25
4	70.00	$41.57	$17.05	$13.35	$3.25	$0.00	$75.22
5	75.00	$44.54	$17.05	$13.35	$3.25	$0.00	$78.19
6	80.00	$47.50	$17.05	$13.35	$3.25	$0.00	$81.15
7	85.00	$50.47	$17.05	$13.35	$3.25	$0.00	$84.12
8	90.00	$53.44	$17.05	$13.35	$3.25	$0.00	$87.09

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$33.46	$0.00	$0.00	$0.00	$0.00	$33.46
2	60.00	$36.50	$17.05	$13.35	$3.25	$0.00	$70.15
3	65.00	$39.54	$17.05	$13.35	$3.25	$0.00	$73.19
4	70.00	$42.58	$17.05	$13.35	$3.25	$0.00	$76.23
5	75.00	$45.62	$17.05	$13.35	$3.25	$0.00	$79.27
6	80.00	$48.66	$17.05	$13.35	$3.25	$0.00	$82.31
7	85.00	$51.71	$17.05	$13.35	$3.25	$0.00	$85.36
8	90.00	$54.75	$17.05	$13.35	$3.25	$0.00	$88.40

Apprentice to Journeyworker Ratio: 1:6

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	$71.71	$14.20	$14.25	$10.00	$0.00	$110.16
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	$71.71	$14.20	$14.25	$10.00	$0.00	$110.16
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$51.40	$10.90	$9.75	$9.65	$0.00	$81.70
	6/1/2027	$53.00	$10.90	$9.75	$9.65	$0.00	$83.30
	12/1/2027	$54.60	$10.90	$9.75	$9.65	$0.00	$84.90
	6/1/2028	$56.28	$10.90	$9.75	$9.65	$0.00	$86.58
	12/1/2028	$57.95	$10.90	$9.75	$9.65	$0.00	$88.25
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$50.00	$10.90	$9.75	$9.65	$0.00	$80.30
	12/1/2026	$51.50	$10.90	$9.75	$9.65	$0.00	$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2026	$59.02	$16.15	$11.46	$11.49	$0.00	$98.12

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.51	$16.15	$11.21	$5.75	$0.00	$62.62
2	60.00	$35.41	$16.15	$11.26	$6.89	$0.00	$69.71
3	70.00	$41.31	$16.15	$11.31	$8.04	$0.00	$76.81
4	80.00	$47.22	$16.15	$11.36	$9.19	$0.00	$83.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:4							
IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (BOSTON AREA)	3/16/2026	$58.65	$9.25	$12.75	$15.00	$0.00	$95.65

Apprentice: IRONWORKER/WELDER

Effective Date: 3/16/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	$41.06	$9.25	$12.75	$5.00	$0.00	$68.06
2	80.00	$46.92	$9.25	$12.75	$5.00	$0.00	$73.92
3	90.00	$52.79	$9.25	$12.75	$5.00	$0.00	$79.79
4	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:4							
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
LABORER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$50.65	$10.90	$9.75	$9.65	$0.00	$80.95
	6/1/2027	$52.25	$10.90	$9.75	$9.65	$0.00	$82.55
	12/1/2027	$53.85	$10.90	$9.75	$9.65	$0.00	$84.15
	6/1/2028	$55.53	$10.90	$9.75	$9.65	$0.00	$85.83
	12/1/2028	$57.20	$10.90	$9.75	$9.65	$0.00	$87.50

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$29.49	$10.90	$9.75	$9.65	$0.00	$59.79
2	70.00	$34.41	$10.90	$9.75	$9.65	$0.00	$64.71
3	80.00	$39.32	$10.90	$9.75	$9.65	$0.00	$69.62
4	90.00	$44.24	$10.90	$9.75	$9.65	$0.00	$74.54

Apprentice: LABORER

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: LABORER

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$30.39	$10.90	$9.75	$9.65	$0.00	$60.69
2	70.00	$35.46	$10.90	$9.75	$9.65	$0.00	$65.76
3	80.00	$40.52	$10.90	$9.75	$9.65	$0.00	$70.82
4	90.00	$45.59	$10.90	$9.75	$9.65	$0.00	$75.89

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$49.25	$10.90	$9.75	$9.65	$0.00	$79.55
	12/1/2026	$50.75	$10.90	$9.75	$9.65	$0.00	$81.05

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$29.55	$10.90	$9.75	$9.65	$0.00	$59.85
2	70.00	$34.48	$10.90	$9.75	$9.65	$0.00	$64.78
3	80.00	$39.40	$10.90	$9.75	$9.65	$0.00	$69.70
4	90.00	$44.33	$10.90	$9.75	$9.65	$0.00	$74.63

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$30.45	$10.90	$9.75	$9.65	$0.00	$60.75
2	70.00	$35.53	$10.90	$9.75	$9.65	$0.00	$65.83
3	80.00	$40.60	$10.90	$9.75	$9.65	$0.00	$70.90
4	90.00	$45.68	$10.90	$9.75	$9.65	$0.00	$75.98

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$50.65	$10.90	$9.75	$9.65	$0.00	$80.95
	6/1/2027	$52.25	$10.90	$9.75	$9.65	$0.00	$82.55
	12/1/2027	$53.85	$10.90	$9.75	$9.65	$0.00	$84.15
	6/1/2028	$55.53	$10.90	$9.75	$9.65	$0.00	$85.83
	12/1/2028	$57.20	$10.90	$9.75	$9.65	$0.00	$87.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$50.65	$10.90	$9.75	$9.65	$0.00	$80.95
	6/1/2027	$52.25	$10.90	$9.75	$9.65	$0.00	$82.55
	12/1/2027	$53.85	$10.90	$9.75	$9.65	$0.00	$84.15
	6/1/2028	$55.53	$10.90	$9.75	$9.65	$0.00	$85.83

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	$57.20	$10.90	$9.75	$9.65	$0.00	$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 1	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$50.65	$10.90	$9.75	$9.65	$0.00	$80.95
	6/1/2027	$52.25	$10.90	$9.75	$9.65	$0.00	$82.55
	12/1/2027	$53.85	$10.90	$9.75	$9.65	$0.00	$84.15
	6/1/2028	$55.53	$10.90	$9.75	$9.65	$0.00	$85.83
	12/1/2028	$57.20	$10.90	$9.75	$9.65	$0.00	$87.50
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 1	6/1/2026	$49.15	$10.90	$9.75	$9.65	$0.00	$79.45
	12/1/2026	$50.65	$10.90	$9.75	$9.65	$0.00	$80.95
	6/1/2027	$52.25	$10.90	$9.75	$9.65	$0.00	$82.55
	12/1/2027	$53.85	$10.90	$9.75	$9.65	$0.00	$84.15
	6/1/2028	$55.53	$10.90	$9.75	$9.65	$0.00	$85.83
	12/1/2028	$57.20	$10.90	$9.75	$9.65	$0.00	$87.50
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
MARBLE & TILE FINISHERS	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
BRICKLAYERS LOCAL 3	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.92	$12.84	$15.57	$5.78	$0.00	$61.11
2	60.00	$32.30	$12.84	$15.57	$5.78	$0.00	$66.49
3	70.00	$37.69	$12.84	$15.57	$5.78	$0.00	$71.88
4	80.00	$43.07	$12.84	$15.57	$5.78	$0.00	$77.26
5	90.00	$48.46	$12.84	$15.57	$5.78	$0.00	$82.65

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.48	$12.84	$15.57	$5.78	$0.00	$61.67
2	60.00	$32.98	$12.84	$15.57	$5.78	$0.00	$67.17
3	70.00	$38.47	$12.84	$15.57	$5.78	$0.00	$72.66
4	80.00	$43.97	$12.84	$15.57	$5.78	$0.00	$78.16
5	90.00	$49.46	$12.84	$15.57	$5.78	$0.00	$83.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	8/1/2026	$70.17	$12.84	$15.57	$7.99	$0.00	$106.57
BRICKLAYERS LOCAL 3	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.09	$12.84	$15.57	$7.99	$0.00	$71.49
2	60.00	$42.10	$12.84	$15.57	$7.99	$0.00	$78.50
3	70.00	$49.12	$12.84	$15.57	$7.99	$0.00	$85.52
4	80.00	$56.14	$12.84	$15.57	$7.99	$0.00	$92.54
5	90.00	$63.15	$12.84	$15.57	$7.99	$0.00	$99.55

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2027							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 50.00		$35.79	$12.84	$15.57	$7.99	$0.00	$72.19
2 / 60.00		$42.94	$12.84	$15.57	$7.99	$0.00	$79.34
3 / 70.00		$50.10	$12.84	$15.57	$7.99	$0.00	$86.50
4 / 80.00		$57.26	$12.84	$15.57	$7.99	$0.00	$93.66
5 / 90.00		$64.41	$12.84	$15.57	$7.99	$0.00	$100.81
Apprentice to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 1) MILLWRIGHTS LOCAL 1121 MILLWRIGHTS LOCAL 1121 - Zone 1	1/5/2026	$52.47	$10.58	$11.47	$10.25	$0.00	$84.77
Apprentice: MILLWRIGHT (Zone 1)							
Effective Date: 1/5/2026							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 55.00		$28.86	$10.58	$0.00	$5.64	$0.00	$45.08
2 / 65.00		$34.11	$10.58	$0.00	$6.66	$0.00	$51.35
3 / 75.00		$39.35	$10.58	$11.47	$7.69	$0.00	$69.09
4 / 85.00		$44.60	$10.58	$11.47	$8.71	$0.00	$75.36
Apprentice Notes							
Step 1&2 Appr. indentured after 1/6/2020 receive no pension,							
Apprentice to Journeyworker Ratio: 1:4							
MORTAR MIXER LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	6/1/2026	$25.07	$17.05	$13.35	$3.25	$0.00	$58.72

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$25.74	$17.05	$13.35	$3.25	$0.00	$59.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)	6/1/2026	$31.17	$17.05	$13.35	$3.25	$0.00	$64.82
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$31.97	$17.05	$13.35	$3.25	$0.00	$65.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1	1/1/2026	$56.25	$10.35	$12.00	$12.60	$0.00	$91.20

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$28.13	$10.35	$0.00	$0.00	$0.00	$38.48
2	55.00	$30.94	$10.35	$0.00	$6.93	$0.00	$48.22
3	60.00	$33.75	$10.35	$0.00	$7.56	$0.00	$51.66
4	65.00	$36.56	$10.35	$0.00	$8.19	$0.00	$55.10
5	70.00	$39.38	$10.35	$12.00	$8.92	$0.00	$70.65
6	75.00	$42.19	$10.35	$12.00	$9.45	$0.00	$73.99
7	80.00	$45.00	$10.35	$12.00	$10.08	$0.00	$77.43

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	$50.63	$10.35	$12.00	$11.34	$0.00	$84.32

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1	1/1/2026	$54.31	$10.35	$12.00	$12.60	$0.00	$89.26

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.16	$10.35	$0.00	$0.00	$0.00	$37.51
2	55.00	$29.87	$10.35	$0.00	$6.93	$0.00	$47.15
3	60.00	$32.59	$10.35	$0.00	$7.56	$0.00	$50.50
4	65.00	$35.30	$10.35	$0.00	$8.19	$0.00	$53.84
5	70.00	$38.02	$10.35	$12.00	$8.82	$0.00	$69.19
6	75.00	$40.73	$10.35	$12.00	$9.45	$0.00	$72.53
7	80.00	$43.45	$10.35	$12.00	$10.08	$0.00	$75.88
8	90.00	$48.88	$10.35	$12.00	$11.34	$0.00	$82.57

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1	1/1/2026	$54.85	$10.35	$12.00	$12.60	$0.00	$89.80

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.43	$10.35	$0.00	$0.00	$0.00	$37.78
2	55.00	$30.17	$10.35	$0.00	$6.93	$0.00	$47.45
3	60.00	$32.91	$10.35	$0.00	$7.56	$0.00	$50.82
4	65.00	$35.65	$10.35	$0.00	$8.19	$0.00	$54.19
5	70.00	$38.40	$10.35	$12.00	$8.82	$0.00	$69.57
6	75.00	$41.14	$10.35	$12.00	$9.45	$0.00	$72.94
7	80.00	$43.88	$10.35	$12.00	$10.08	$0.00	$76.31
8	90.00	$49.37	$10.35	$12.00	$11.34	$0.00	$83.06

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	$52.91	$10.35	$12.00	$12.60	$0.00	$87.86

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 1							

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.46	$10.35	$0.00	$0.00	$0.00	$36.81
2	55.00	$29.10	$10.35	$0.00	$6.93	$0.00	$46.38
3	60.00	$31.75	$10.35	$0.00	$7.56	$0.00	$49.66
4	65.00	$34.39	$10.35	$0.00	$8.19	$0.00	$52.93
5	70.00	$37.04	$10.35	$12.00	$8.82	$0.00	$68.21
6	75.00	$39.68	$10.35	$12.00	$9.45	$0.00	$71.48
7	80.00	$42.33	$10.35	$12.00	$10.08	$0.00	$74.76
8	90.00	$47.62	$10.35	$12.00	$11.34	$0.00	$81.31

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026 12/1/2026	$49.25 $50.75	$10.90 $10.90	$9.75 $9.75	$9.65 $9.65	$0.00 $0.00	$79.55 $81.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026 12/1/2026	$42.88 $42.88	$15.91 $15.91	$21.78 $23.52	$0.00 $0.00	$0.00 $0.00	$80.57 $82.31
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.11	$10.08	$0.00	$2.53	$0.00	$37.72
2	55.00	$30.68	$10.08	$0.00	$5.07	$0.00	$45.83
3	70.00	$39.05	$10.08	$11.62	$7.60	$0.00	$68.35
4	80.00	$44.63	$10.08	$11.62	$10.14	$0.00	$76.47

Apprentice to Journeyworker Ratio: 1:5

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	$71.71	$14.20	$14.25	$10.00	$0.00	$110.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PIPEFITTER & STEAMFITTER							
Effective Date: 9/1/2026							

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$28.68	$14.20	$14.25	$10.00	$0.00	$67.13
2	45.00	$32.27	$14.20	$14.25	$10.00	$0.00	$70.72
3	60.00	$43.03	$14.20	$14.25	$10.00	$0.00	$81.48
4	70.00	$50.20	$14.20	$14.25	$10.00	$0.00	$88.65
5	80.00	$57.37	$14.20	$14.25	$10.00	$0.00	$95.82

Apprentice to Journeyworker Ratio: 1:3

PIPELAYER	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
LABORERS	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
LABORERS - ZONE 1	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
LABORERS	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
LABORERS - ZONE 1 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBERS & GASFITTERS	8/31/2026	$74.79	$15.32	$12.61	$8.00	$0.00	$110.72
PLUMBERS & GASFITTERS LOCAL 12	3/1/2027	$76.94	$15.32	$12.61	$8.00	$0.00	$112.87
PLUMBERS & GASFITTERS LOCAL 12	8/30/2027	$79.09	$15.32	$12.61	$8.00	$0.00	$115.02
	2/28/2028	$81.29	$15.32	$12.61	$8.00	$0.00	$117.22
	9/4/2028	$83.49	$15.32	$12.61	$8.00	$0.00	$119.42
	3/5/2029	$85.69	$15.32	$12.61	$8.00	$0.00	$121.62
	9/3/2029	$87.89	$15.32	$12.61	$8.00	$0.00	$123.82
	3/4/2030	$89.84	$15.32	$12.61	$8.00	$0.00	$125.77

Apprentice: PLUMBERS & GASFITTERS

Effective Date: 8/31/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$26.18	$15.32	$4.61	$2.80	$0.00	$48.91
2	40.00	$29.92	$15.32	$5.22	$3.20	$0.00	$53.66
3	55.00	$41.13	$15.32	$7.07	$5.20	$0.00	$68.72
4	65.00	$48.61	$15.32	$8.30	$5.20	$0.00	$77.43
5	75.00	$56.09	$15.32	$9.53	$6.00	$0.00	$86.94

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: PLUMBERS & GASFITTERS

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$26.93	$15.32	$4.61	$2.80	$0.00	$49.66
2	40.00	$30.78	$15.32	$5.22	$3.20	$0.00	$54.52
3	55.00	$42.32	$15.32	$7.07	$4.40	$0.00	$69.11
4	65.00	$50.01	$15.32	$8.30	$5.20	$0.00	$78.83
5	75.00	$57.71	$15.32	$9.53	$6.00	$0.00	$88.56

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2026	$71.71	$14.20	$14.25	$10.00	$0.00	$110.16
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 1	6/1/2026	$50.15	$10.90	$9.75	$9.65	$0.00	$80.45
	12/1/2026	$51.65	$10.90	$9.75	$9.65	$0.00	$81.95
	6/1/2027	$53.25	$10.90	$9.75	$9.65	$0.00	$83.55
	12/1/2027	$54.85	$10.90	$9.75	$9.65	$0.00	$85.15
	6/1/2028	$56.53	$10.90	$9.75	$9.65	$0.00	$86.83
	12/1/2028	$58.20	$10.90	$9.75	$9.65	$0.00	$88.50
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$50.25	$10.90	$9.75	$9.65	$0.00	$80.55
	12/1/2026	$51.75	$10.90	$9.75	$9.65	$0.00	$82.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY MIX CONCRETE DRIVERS after 4/30/12	8/1/2022	$30.40	$11.91	$15.25	$0.00	$0.00	$57.56
(Drivers Hired After 4/30/2012)							
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
READY-MIX CONCRETE DRIVER	8/1/2022	$34.41	$11.91	$15.25	$0.00	$0.00	$61.57
TEAMSTERS 25 (Metro) - Aggregate							
TEAMSTERS 25 (Metro) - Aggregate							
RECLAIMERS	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
LABORERS	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
LABORERS - ZONE 1	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	8/1/2026	$55.25	$14.53	$12.67	$9.03	$0.00	$91.48
ROOFERS LOCAL 33	2/1/2027	$57.00	$14.53	$12.67	$9.03	$0.00	$93.23
ROOFERS LOCAL 33	8/1/2027	$58.75	$14.53	$12.67	$9.03	$0.00	$94.98
	2/1/2028	$60.50	$14.53	$12.67	$9.03	$0.00	$96.73
	8/1/2028	$62.25	$14.53	$12.67	$9.03	$0.00	$98.48
	2/1/2029	$64.00	$14.53	$12.67	$9.03	$0.00	$100.23
	8/1/2029	$65.65	$14.53	$12.67	$9.03	$0.00	$101.88
	2/1/2030	$67.40	$14.53	$12.67	$9.03	$0.00	$103.63

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	8/1/2026	$55.50	$14.53	$12.67	$9.03	$0.00	$91.73
	2/1/2027	$57.25	$14.53	$12.67	$9.03	$0.00	$93.48
	8/1/2027	$59.00	$14.53	$12.67	$9.03	$0.00	$95.23
	2/1/2028	$60.75	$14.53	$12.67	$9.03	$0.00	$96.98
	8/1/2028	$62.50	$14.53	$12.67	$9.03	$0.00	$98.73
	2/1/2029	$64.25	$14.53	$12.67	$9.03	$0.00	$100.48
	8/1/2029	$65.90	$14.53	$12.67	$9.03	$0.00	$102.13
	2/1/2030	$67.65	$14.53	$12.67	$9.03	$0.00	$103.88
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
2	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
3	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
4	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
5	52.00	$32.72	$14.91	$11.66	$1.50	$1.74	$62.53
6	52.00	$32.72	$14.91	$11.66	$1.75	$1.75	$62.79
7	60.00	$37.76	$14.91	$12.84	$2.00	$1.93	$69.44

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: SHEETMETAL WORKER							
Effective Date: 2/1/2026							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
8 / 65.00		$40.90	$14.91	$13.58	$2.25	$2.04	$73.68
9 / 75.00		$47.20	$14.91	$15.06	$2.75	$2.28	$82.20
10 / 85.00		$53.49	$14.91	$16.53	$2.75	$2.49	$90.17
Apprentice to Journeyworker Ratio: 1:4							
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	8/1/2026	$43.34	$15.91	$21.78	$0.00	$0.00	$81.03
TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	$43.34	$15.91	$23.52	$0.00	$0.00	$82.77
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	8/1/2026	$43.63	$15.91	$21.78	$0.00	$0.00	$81.32
TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/1/2026	$43.63	$15.91	$23.52	$0.00	$0.00	$83.06
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	1/1/2026	$72.05	$13.45	$7.45	$18.25	$0.00	$111.20

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$25.22	$13.45	$13.84	$0.00	$0.00	$52.51
2	40.00	$28.82	$13.45	$14.75	$0.00	$0.00	$57.02
3	45.00	$32.42	$13.45	$15.67	$0.00	$0.00	$61.54
4	50.00	$36.03	$13.45	$16.57	$0.00	$0.00	$66.05
5	55.00	$39.63	$13.45	$17.49	$0.00	$0.00	$70.57
6	60.00	$43.23	$13.45	$18.40	$0.00	$0.00	$75.08
7	65.00	$46.83	$13.45	$19.32	$0.00	$0.00	$79.60
8	70.00	$50.44	$13.45	$20.22	$0.00	$0.00	$84.11
9	75.00	$54.04	$13.45	$21.15	$0.00	$0.00	$88.64
10	80.00	$57.64	$13.45	$22.05	$0.00	$0.00	$93.14

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TELECOMMUNICATION TECHNICIAN TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04
For apprentice rates and ratios see "Apprentice- ELECTRICIAN"							

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$24.76	$13.00	$0.74	$0.00	$0.00	$38.50
2	45.00	$24.76	$13.00	$0.74	$0.00	$0.00	$38.50
3	50.00	$27.51	$13.00	$13.46	$3.60	$0.00	$57.57
4	50.00	$27.51	$13.00	$13.46	$3.60	$0.00	$57.57
5	55.00	$30.26	$13.00	$13.54	$3.96	$0.00	$60.76
6	60.00	$33.01	$13.00	$13.62	$4.32	$0.00	$63.95
7	65.00	$35.76	$13.00	$13.70	$4.68	$0.00	$67.14
8	70.00	$38.51	$13.00	$13.79	$5.04	$0.00	$70.34
9	75.00	$41.27	$13.00	$13.87	$5.40	$0.00	$73.54
10	80.00	$44.02	$13.00	$13.96	$5.76	$0.00	$76.74

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.19	$13.00	$0.76	$0.00	$0.00	$38.95
2	45.00	$25.19	$13.00	$0.76	$0.00	$0.00	$38.95
3	50.00	$27.99	$13.00	$13.47	$3.60	$0.00	$58.06
4	50.00	$27.99	$13.00	$13.47	$3.60	$0.00	$58.06
5	55.00	$30.79	$13.00	$13.55	$3.96	$0.00	$61.30
6	60.00	$33.59	$13.00	$13.64	$4.32	$0.00	$64.55
7	65.00	$36.39	$13.00	$13.72	$4.68	$0.00	$67.79
8	70.00	$39.19	$13.00	$13.81	$5.04	$0.00	$71.04
9	75.00	$41.99	$13.00	$13.89	$5.40	$0.00	$74.28
10	80.00	$44.78	$13.00	$13.97	$5.76	$0.00	$77.51

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	$69.09	$12.84	$15.57	$8.02	$0.00	$105.52
	2/1/2027	$70.49	$12.84	$15.57	$8.02	$0.00	$106.92

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.55	$12.84	$15.57	$8.02	$0.00	$70.98
2	60.00	$41.45	$12.84	$15.57	$8.02	$0.00	$77.88
3	70.00	$48.36	$12.84	$15.57	$8.02	$0.00	$84.79
4	80.00	$55.27	$12.84	$15.57	$8.02	$0.00	$91.70
5	90.00	$62.18	$12.84	$15.57	$8.02	$0.00	$98.61

Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.25	$12.84	$15.57	$8.02	$0.00	$71.68
2	60.00	$42.29	$12.84	$15.57	$8.02	$0.00	$78.72
3	70.00	$49.34	$12.84	$15.57	$8.02	$0.00	$85.77
4	80.00	$56.39	$12.84	$15.57	$8.02	$0.00	$92.82
5	90.00	$63.44	$12.84	$15.57	$8.02	$0.00	$99.87

Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$53.25	$10.90	$9.75	$9.80	$0.00	$83.70
	12/1/2026	$54.75	$10.90	$9.75	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$49.37	$10.90	$9.75	$9.80	$0.00	$79.82
	12/1/2026	$50.87	$10.90	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	$43.92	$15.91	$21.78	$0.00	$0.00	$81.61
	12/1/2026	$43.92	$15.91	$23.52	$0.00	$0.00	$83.35
TUNNEL WORK - COMPRESSED AIR LABORERS LABORERS (COMPRESSED AIR)	6/1/2026	$61.48	$10.90	$9.75	$10.25	$0.00	$92.38
	12/1/2026	$62.98	$10.90	$9.75	$10.25	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS LABORERS (COMPRESSED AIR)	6/1/2026	$63.48	$10.90	$9.75	$10.25	$0.00	$94.38
	12/1/2026	$64.98	$10.90	$9.75	$10.25	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR LABORERS LABORERS (FREE AIR TUNNEL)	6/1/2026	$53.55	$10.90	$9.75	$10.25	$0.00	$84.45
	12/1/2026	$55.05	$10.90	$9.75	$10.25	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS LABORERS (FREE AIR TUNNEL)	6/1/2026	$55.55	$10.90	$9.75	$10.25	$0.00	$86.45
	12/1/2026	$57.05	$10.90	$9.75	$10.25	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	8/1/2026	$43.34	$15.91	$21.78	$0.00	$0.00	$81.03
	12/1/2026	$43.34	$15.91	$23.52	$0.00	$0.00	$82.77
WAGON DRILL OPERATOR LABORERS LABORERS - ZONE 1	6/1/2026	$49.40	$10.90	$9.75	$9.65	$0.00	$79.70
	12/1/2026	$50.90	$10.90	$9.75	$9.65	$0.00	$81.20
	6/1/2027	$52.50	$10.90	$9.75	$9.65	$0.00	$82.80
	12/1/2027	$54.10	$10.90	$9.75	$9.65	$0.00	$84.40
	6/1/2028	$55.78	$10.90	$9.75	$9.65	$0.00	$86.08
	12/1/2028	$57.45	$10.90	$9.75	$9.65	$0.00	$87.75
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 1 (HEAVY & HIGHWAY)	6/1/2026	$49.50	$10.90	$9.75	$9.65	$0.00	$79.80
	12/1/2026	$51.00	$10.90	$9.75	$9.65	$0.00	$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12 PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	$74.79	$15.32	$12.61	$8.00	$0.00	$110.72
	3/1/2027	$76.94	$15.32	$12.61	$8.00	$0.00	$112.87
	8/30/2027	$79.09	$15.32	$12.61	$8.00	$0.00	$115.02
	2/2/2028	$81.29	$15.32	$12.61	$8.00	$0.00	$117.22
	9/4/2028	$83.49	$15.32	$12.61	$8.00	$0.00	$119.42
	3/5/2029	$85.69	$15.32	$12.61	$8.00	$0.00	$121.62
	9/3/2029	$87.89	$15.32	$12.61	$8.00	$0.00	$123.82
	3/4/2030	$89.84	$15.32	$12.61	$8.00	$0.00	$125.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.