

PROJECT MANUAL

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

**North Drive
Westborough, MA 01591**

Demolition Bid Documents- Project Manual
June 17, 2026

ARCHITECT
Studio G Architects
179 Boylston Street
Jamaica Plain, MA 02130
617-524-5558
www.studiogarchitects.com

PROJECT MANUAL

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MASSACHUSETTS TECHNOLOGY COLLABORATIVE

North Drive, Westborough, MA 01581

DOCUMENT 00 11 13

INVITATION TO BID

Project: Demolition and Abatement
Three Abandoned Buildings
75 North Drive
Westborough, Massachusetts 01581-3340

Owner: Massachusetts Technology Collaborative
75 North Drive
Westborough, Massachusetts 01581-3340

Architect: Studio G Architects
179 Boylston Street
Jamaica Plain, Massachusetts 021130
Tel: (617) 524.5558

Completion
Time: Substantial Completion Date: **December 18, 2026.**

THIS PROJECT IS ACCEPTING ELECTRONIC BIDS ONLY THROUGH PROJECTDOG. Project Number: 875303. Website: <https://www.projectdog.com/> after 9:00AM on Wednesday, June 24th, 2026.

The Massachusetts Technology Collaborative, Awarding Authority, invites sealed bids from Trade Contractors for the three abandoned buildings Demolition, Abatement, and Restoration of Site in Westborough Massachusetts, in accordance with the documents prepared by Studio G.

Drawings and Project Specifications will be available to bidders starting **9:00AM Wednesday, June 24th, 2026.**

An optional pre-bid walkthrough will be held on **Wednesday, July 1st, 2026, at 11:00 A.M.** at 75 North Drive, Westborough, MA 01581-3340.

All bids for this Project are subject to the provisions of Massachusetts General Laws, M.G.L., c.149, § 44A through 44L and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

Bids for the General Contractors will be received until **Thursday, July 16th, 2026 at 2:00 P.M.** and publicly opened, forthwith online via Project Dog.

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All Bids are to be submitted online via Project Dog and received no later than the date and time specified above.

Any Addenda for this project will be posted to the Project Dog Website. It is the responsibility of bid document holders to check and download any Addenda prior to submitting Bids.

The Trade Contractor Bidders will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of their total bid, and a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of their total bid.

Bid Documents

Bid Forms and Contract Documents shall be available online at Projectdog.com. Documents are made available to all bidders in electronic form at no cost. Bidders desiring hard copies shall be solely responsible for all costs related to printing and shipping of hard copy documents. Neither Owner nor Architect/Engineer shall be responsible for full or partial sets of the Bidding Documents, including Addenda if any, obtained from sources other than Projectdog, Inc.

Receipt of Bids

This project is being Electronically Bid (E-Bid). All bids shall be submitted online at Projectdog.com. Hard copy or emailed bids will not be accepted by the Awarding Authority. Tutorials and Instructions are available online at Projectdog.com. For assistance, contact Projectdog, Inc. at 978.499.9014.

Preparation and Submission of Bids

Bid Forms will be posted online at Projectdog.com. All required Bid Forms must be completed and submitted in unrestricted PDF formatted files. The Bidder must fill-in all required fields and signatures either digitally or manually (print, fill-in, and scan to PDF).

The Bidder shall access the Projectdog.com E-Bidding System by selecting "Sub E-Bid" or "GC E-Bid" from the project's "Project Details" page. The Bidder must enter their bid price as a numeric, whole dollar value only with no punctuation. If no base bid price is applicable, Bidders are instructed to enter an amount of \$1.00 (one dollar). For GC E-Bids with Sub-Bids, General Contractors shall input the total Contract Price, i.e., the sum of all selected Sub-Bid amounts plus the amount for the work of the General Contractor. The E-Bidding system automatically translates the numeric value into words and displays the bid price in both figures and words on the submitted bid form.

Bidders may upload ("Add File" or "Replace File"), review ("View File"), Save, submit ("Submit my E-Bid"), or retract ("Retract my E-Bid") their E-Bid at any time prior to the designated deadline. The server clock is displayed on the project's E-Bidding page and is the time of record. Bidders must select "Submit my E-Bid" prior to the designated deadline to officially submit their E-Bid online. Once submitted, an E-Bid cannot be edited. To modify a submitted E-Bid, Bidders must retract their submission, save any changes, and then submit the updated E-Bid. Upon submitting or retracting their E-Bid, Bidders will receive a convenience email for informational purposes only. Bidders shall contact Projectdog if the email is not received.

Bidders shall review their submitted E-Bid package by selecting "View My Bid Package" from the

INVITATION TO BID

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project's E-Bidding page. Uploaded files may be reviewed individually by selecting "View File". It is also the Bidder's responsibility to ensure that their submitted bid is 100% true, complete, and accurate.

It is also the Bidder's responsibility to confirm online that their E-Bid package has been submitted successfully. Timely submission of an E-Bid shall be the full responsibility of the Bidder.

Alternates, if any,

Each Bidder shall acknowledge Alternates by entering the dollar amount and selecting the "Add" or "Subtract" radio button necessitated by each Alternate listed in the corresponding space on the project's E-Bidding page.

If an Alternate does not involve a change in dollar value, the Bidder shall so indicate by typing "0" for the dollar value of that Alternate and by selecting the "Add" radio button in the corresponding space on the project's E-Bidding page.

Bid Security

Bid Security in the form of a Bid Bond shall be submitted with your E-Bid online at Projectdog.com. In lieu of an insurance Bid Bond certificate, Bid Security in the form of cash, or a certified check, treasurer's, or cashier's check issued by a responsible bank or trust company and made payable to the Owner, with a completed Bid Deposit Affidavit must be received by the Owner before the bidding deadline. Visit the Downloads page at Projectdog.com to acquire a Bid Deposit Affidavit fill-in form.

Addenda

Addenda, if issued, will be posted to the Projectdog website and shall be accompanied by email notification to every individual or firm on record as having received the Bid Documents. Hard copies of addenda will not be mailed or faxed. It shall be the sole responsibility of the Contractor to ascertain and acknowledge " Yes" to the existence of zero or all addenda within the E-Bidding System.

If a bid is submitted prior to an Addendum being issued, the Bidder will receive an email notification for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge all addenda their bid may be rejected by the Awarding Authority.

Withdrawal of Bids (Before the Bid Opening)

Any bid may be withdrawn (retracted) prior to the designated deadline by selecting "Retract My E-Bid" from the project's E-Bidding page. Upon retracting, the Bidder will receive a convenience email for informational purposes only. It is the Bidder's responsibility to review and confirm online that their bid has been retracted successfully.

Bid Opening

Once the bid deadline has closed the E-Bid links are no longer available. All E-Bids are compiled in real time upon bid close and published forthwith on the "Project Details" page titled as "List of Bids Received". Official bid tabulations are posted at the discretion of the Awarding Authority.

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Attention is directed to the fact that no less than the minimum wages as set forth in Document 00 43 43 Prevailing Wage Rates of the Contract Documents must be paid on this Project and that no sales tax shall be included in their bids. Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 149, Sections 26 to 27D inclusive of Massachusetts General Laws.

All bids shall remain in effect for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids.

The Awarding Authority reserves the right to waive any informalities and to reject any or all Bids not deemed to be in the best interest of the Organization. Pursuant to M.G.L. C. 149, §44E, the Awarding Authority may reject all Bids if it determines that the Bids received do not represent responsible and competent bidders capable of performing the Work as specified, or if fewer than three (3) eligible and responsive Bids are received.

Refer to "Instructions to Bidders" of the Bid Documents for additional bidding requirements.

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DOCUMENT 00 21 13

INSTRUCTION TO BIDDERS

PART 1 - GENERAL

THIS PROJECT IS ACCEPTING ELECTRONIC BIDS ONLY THROUGH PROJECTDOG. Project Number: 875303. Website: <https://www.projectdog.com/> after 9:00AM on Wednesday, June 24th, 2026.

1.01 GENERAL INFORMATION

- A. All questions during the bidding process must be submitted in writing by e-mail. These may be sent to the Owners Project Manager, to the attention of Trevor Fuce(trevor.fuce@leftfieldpm.com).

Deadline for submission of questions or clarification by Bidders is until **12:00 P.M. on Friday, July 3rd, 2026**

B. OWNER'S REPRESENTATIVE

The Owner (Awarding Authority) is represented on this project by an Owner's Project Manager,

Trevor Fuce
LeftField Project Management
101 Federal Street, Suite 1900
Boston, MA
Cell: (508) 630.4890

trevor.fuce@leftfieldpm.com
www.leftfieldpm.com

1.02 BIDDING PROCEDURE

- A. Bids for the work are subject to the provisions of General Laws, Chapter 149, Sections 44A-44L inclusive, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No Bid received by the Awarding Authority after the time respectively established herein for the opening of Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

- D. It is the Bidder's responsibility to obtain the necessary forms from DCAMM and make application in sufficient time for evaluation of the application and issuance of a Certificate of Eligibility prior to bid.
- E. Forms and Bid Preparation

THIS PROJECT IS ACCEPTING ELECTRONIC BIDS ONLY THROUGH PROJECTDOG. Project Number: 875303. Website: <https://www.projectdog.com/> after 9:00AM on Wednesday, June 24th, 2026. All bidders must submit **one electronic copy**:

1. Sums shall be expressed in both words and figures in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
2. The Trade Contractor Bidders will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of their total bid, and a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of their total bid.

NO FILED SUB-BIDS.

3. Costs for Trade Contractor's bond premiums shall be paid for by the Contractor in accordance with M.G.L. c.149 §44F.

NO FILED SUB-BIDS.

- H. Submission of Bids
 1. Date and time for receipt of bids is set forth in the Advertisement.
 2. Timely submission of a bid shall be the full responsibility of the Bidder.

- I. Addenda
 1. All modifications to the bid documents will be issued via an addendum. Any Addenda for this project will via email. It is the responsibility of bid document holders to check and download any Addenda prior to submitting Bids.

Hard copies of the addenda will not be forwarded to the plan holders. The bidder is solely responsible for reviewing all addenda via email. The bidder must acknowledge all addenda have been reviewed.

1.03 WITHDRAWAL OF BIDS

A. Before Opening of Bids

1. Withdrawn bids may be modified and resubmitted up to the time designated for the receipt of bids.

B. After Opening of Bids

1. Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 1.04A, and upon demonstrating, to the satisfaction of the Awarding Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

- C. In the event of a general bid withdrawal after opening of bids, the Awarding Authority shall consider the bid from next lowest eligible and responsible bidder.

1.04 INTERPRETATION OF CONTRACT DOCUMENTS

- A. No oral interpretation will be made to any bidder. All questions or requests for interpretations must be made in writing to the Owners Project Manager.

- B. Every interpretation made to a bidder will be in the form of an Addendum, to the drawings and/or specifications.

- C. All such addenda shall become a part of the Contract Documents.

1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each bidder shall visit the site of the proposed work and fully acquaint themselves with conditions as they exist and shall also thoroughly examine the Contract Documents. Failure of any bidder to visit the site and acquaint themselves with the Contract Documents shall not relieve any bidder from any obligation with respect to his bid.

- B. By submitting a bid, the bidder agrees that the Contract Documents are adequate and that the required result can be produced. The successful bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

1.06 BID SECURITY

- A. The General Contractor's and Trade Contractor's bid must be accompanied by bid security in the amount of five percent (5%) of the bid.

- B. At the option of the bidder, the security may be bid bond, cash, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No other type of bid security is acceptable.

Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.

- C. Certified, Treasurer's or Cashier's check shall be made payable Massachusetts Technology Collaborative.
NOTE: Checks and cash securities must be physically delivered to the Massachusetts Technology Collaborative at 75 North Drive, Westborough, MA 01581-3340 prior to the bid opening.
- D. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder.
- E. Should any General Bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been sent to them or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through their Bid Bond, Cash, Certified, Treasurer's or Cashier's check as bid deposit shall become the property of payable Massachusetts Technology Collaborative as liquidated damages; provided that, the amount of the bid deposit which becomes the property of the payable Massachusetts Technology Collaborative, Massachusetts shall not in any event exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, their deposit shall be returned to them.

1.07 AWARD OF CONTRACT

- A. The Contract shall be awarded to the lowest responsible and eligible General Bidder on the basis of competitive bids in accordance with the procedure set forth in the provision of Section 44B-44L inclusive, as amended or inserted, by Chapter 149 of the General Laws of the Commonwealth of Massachusetts.
- B. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid in accordance with Section 44F, an award shall be made to the next lowest responsible and eligible bidder.
- C. The words "lowest responsible and eligible bidder" shall be the bidder whose name is the lowest of those bidders possessing the skill, ability and integrity necessary to the faithful performance of the work and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, on the work. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.
- D. Notices of award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.

1.08 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful bidder must deliver to the Awarding Authority simultaneously with their delivery of the executed contract, an executed 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 Awarding Authority and each in the sum of One Hundred Percent (100%) of the Contract Price, as surety for the faithful performance of his contract, and for the payment of all persons performing labor or furnishing materials in connections therewith. Said bonds shall provide that, if the General Contractor fails or refuses to complete the Contract, the Surety Company will be obligated to do so.
- B. Premiums are to be paid by the General Contractor and are to be included in the Contract Price.

1.10 EQUAL OPPORTUNITY

- A. The Massachusetts Technology Collaborative is an Equal Opportunity employer.

1.11 OTHER PROJECTS AT THE SITE(S)

- A. There are other construction projects that may be underway at the same time as the work of this project. The awarded General Contractor and all Subcontractors shall work in harmony with any and all other General Contractors and Trades and shall not impede any other work being performed by The Massachusetts Technology Collaborative.

1.12 EQUALITY

- A. Except where otherwise specifically provided to the contrary, the words "or equal" are hereby inserted immediately following the name or description of each article, assembly, system, or any component part thereof, in the Contract Documents. It is the contractor's responsibility to provide all the research and documentation that would prove a product or assembly is "equal". Failure to provide research or documentation does not alleviate the contractor's responsibility to meet the schedule.

1.13 TAX FREE NUMBER

- A. The Massachusetts Technology Collaborative has a tax free number (provided to the successful bidder upon request)

1.14 ARBITRATION

- A. Any and all references to arbitration are stricken from the contract.
- B. Any and all references to mediation are stricken from the contract.

1.15 SCHEDULE

- A. All work shall be substantially completed by **December 18, 2026**.
- B. The Contractor is advised that because of the bidding schedule, there is more than enough time to order all the material in advance of the work so that all the construction can occur between the date of the Notice to Proceed and the Substantial Completion date. Special notice is given that all the long lead time items can and must be ordered well in advance of site mobilization in order to meet the schedule. No exceptions will be made nor allowed if the contractor fails to properly plan the procurement of all items in advance of the work. Late fees will be imposed if the construction is not done on time.

1.16 LATE FEES

- A. If the work is not Substantially Complete by the agreed upon date listed in the contract, the Contractor shall be charged a maximum of **Five Hundred (\$500.00)** per calendar day to pay for consulting fees, testing fees, Designer fees, Owner's Project Management fees, Resident Engineers fees, Attorney fees to manage and arrange for the completion of the project. Late fees will be deducted from moneys that are due or might become due or if moneys are insufficient then the contractor or surety shall pay the awarding authority.

1.17 WEEKLY JOB MEETINGS

- A. There will be a job meeting at the site on the same agreed day and time weekly to discuss and view the progress of the work and to answer questions. The Contractor's job superintendent and Project Manager shall attend each meeting.

1.18 PROJECT SUPERINTENDENT

- A. The Contractor shall provide the same person as Superintendent for the entire duration of the project. Failure to maintain the same person in this position shall result in a \$1,000 penalty (per incident) which shall cover the Architect's and Owner's Project Manager's time to re-orient new personnel.

1.19 AWARD

- A. The awarding authority reserves the right to reject any or all bids, if it be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

1.20 MINIMUM WAGE SCHEDULE

- A. Bids shall be made on the basis of the Minimum Wage Schedule, as determined by the Commissioner of Labor and Industries, pursuant to the provision of Chapter 149, Section 26 to 27D inclusive, of the Massachusetts General Laws.
- B. All Bids shall be accompanied by the Bidder's Certification regarding payment of prevailing wage rates on the form included with the Form for General Bid.

1.21 CONFLICT OF INTEREST

- A. A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is completing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

1.22 PROCEED ORDERS

- A. No bidder is to proceed without a proceed order as set out in the contract.

1.23 STAGING

- A. The General Contractor shall provide all the vertical access (which includes staging, vertical lifts, etc.) and hoisting for all the work of their trade. Contract includes complete coverage of all wall areas receiving work and shall provide full decks and complete access for subcontractors, as well as the Owner's Project Manager, and Architect to review the work at any time. See the General Conditions for additional information.
- B. Access to all parts of the Construction is included in the base contract, including time for the Contractor to run the rig or erect ladders if necessary. Access shall be granted to the Architect, the Owner's Project Manager, and the Clerk at any time.

1.24 CONSTRUCTION BARRICADES

- A. The General Contractor shall provide all barricades to enclose the work area to prevent unauthorized access to the site.
 - 1. The barricades shall provide enough room for all construction activities to be performed while separated from pedestrians, and staff on site.
 - 2. Safety is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.
 - 3. Provide entrance tunnel protection.

1.25 INSURANCE

- A. Refer to Section 00 72 13 - General Conditions of the Contract, Article XIV: Insurance Requirements.
- B. The Massachusetts Technology Collaborative, Studio G Architects, LeftField Project Management shall be listed as Additional Insured with a Waiver of Subrogation on the General Liability, Motor Vehicle, All-Risk, and Umbrella insurance policies for this project.

1.26 SITE ACCESS

- A. The General Contractor shall gain access to the site via routes approved by the Owner.
 - 1. The General Contractor as part of the bid price will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.

1.27 CONSTRUCTION OFFICE TRAILERS

- A. See Section 00 72 13 – General Conditions, Paragraph 11 for information regarding Contractor and Owner Office trailers.

1.28 BUILDING PERMIT FEES

- A. Building permit fees will not be waived for this project.

1.29 COMPLETE BID FORMS

- A. Please Note: Each bidder must fill in all the blanks on all the bid forms, even if the information is “zero dollars” or “not applicable”. Also, please acknowledge all Addenda even if they do not pertain to your trade.

1.30 COMPLIANCE WITH MASSACHUSETTS GENERAL LAWS

- A. Before a contract may be executed by The Massachusetts Technology Collaborative, the successful Bidder will be required, in accordance with the provisions of M.G.L. Chapter 62C, Section 49A, to execute and file with the Organization the following certificate:

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

Signature of Individual or Corporate Name

By: EXAMPLE

(Signature of Corporate Officer if applicable)

Title: _____

Social Security Number or Federal Identification Number _____

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DOCUMENT 00 41 13

FORM FOR GENERAL BID

Date: _____

Project: Demolition/ Abatement/ Site Restoration
Massachusetts Technology Collaborative
75 North Drive
Westborough, Massachusetts 01581-3340

Owner: Massachusetts Technology Collaborative
75 North Drive
Westborough, Massachusetts 01581-3340

Submitted by:

Company Name (Bidder): _____

Address: _____

Telephone: _____

Contact: _____

(____) a corporation, organized and existing under the laws of the state of _____

(____) a partnership

(____) a joint venture

(____) an individual

1. **BID**

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Bid Documents prepared by Studio G Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum noted below:

_____ (\$ _____.)
(written, and numerically)

We have included the Bid Security in the above Bid Sum as required by the Invitation to Bid.

MASSACHUSETTS TECHNOLOGY COLLABORATIVE Renovation/Addition/Restoration of Site
North Drive, Westborough, MA 01581

2. The following Addenda (if any) have been received. The modifications to the Bid Documents noted in the Addenda have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

Item 2. Sub-bids as follows:

SUBTRADE	NAME OF BIDDER	AMOUNT	BONDS REQUIRED (YES OR NO)

MASSACHUSETTS TECHNOLOGY COLLABORATIVE Renovation/Addition/Restoration of Site
North Drive, Westborough, MA 01581

Total of Item 2: \$ _____

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that the cost of all such premiums are included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if they are selected as General Contractor, they will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

3. PERFORMANCE BOND

The performance bond and payment bond shall be in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00 61 13 - Performance and Payment Bonds, and as stipulated in Section 00 72 13 - General Conditions and any supplemental general conditions thereto.

4. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) calendar days from the bid closing date. If the Owner accepts this bid within the time stated above, we will:

- Execute the Agreement subject to compliance with the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven (7) days after the signing of the Contract.

5. BID SECURITY DEPOSIT

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 21 13 – Instructions to Bidders. If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the Bid Security Deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required Bid Security Deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

6. CONTRACT TIME

- A. If this Bid is accepted, all work shall be substantially completed by **December 18, 2026**.

7. LIQUIDATED DAMAGES

In as much as time is of the essence, if we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time, we acknowledge we will be assessed Liquidated Damages of **five hundred dollars (\$500.00)** for each calendar day the project continues to be in default past the Substantial Completion date.

8. GENERAL CONDITIONS

- A. The undersigned agrees that, if s/he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid 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 Awarding Authority, and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the

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North Drive, Westborough, MA 01581

contract price; provided however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE Renovation/Addition/Restoration of Site
North Drive, Westborough, MA 01581**

- B. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; 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 employees; and the he will comply with all laws and regulations applicable to awards made subject to section 44A.
- C. The undersigned as Bidder certifies that if this proposal is accepted, they will furnish to the Massachusetts Technology Collaborative with the invoice for the material or equipment supplied two paper copies and one pdf copy which will be provided to the emergency dispatch center of any and all Safety Data Sheets applicable to such material or equipment, as required by M.G.L. Chapter 111F, so called "Right to Know Law".
- D. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As under in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- E. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

9. BID FORM SIGNATURE(S)

Sincerely,

(Bidder)

(Address of Bidder)

By:

(Title - Owner*, Partner*)

(Seal, if Corporation)

By:

(If Corporation - Name and Office)

* If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

END OF DOCUMENT

DOCUMENT 00 4113

FORM FOR TRADE CONTRACTOR BID

(Insert Trade)

To all Bidders (Except those Excluded):

A. The Undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described contract documents for the project known as Massachusetts Technology Collaborative Abandoned Building Demolition, Abatement, and Restoration of Site for the Massachusetts Technology Collaborative, all the work specified in Specification Section No(s) . _of the Project Manual and on any drawings referenced in such section, for the contract sum of:

\$_(figures)

_____dollars

(words)

B. This bid includes addenda numbered _____.

C. This bid

may be used by any general bidder except:

may only be used by the following general bidders:

[To exclude general bidders, insert "X" in one box only and fill in blank following that box.
Do not answer paragraph C if no general bidders are excluded.]

D. The undersigned agrees that, if they are selected as a Trade Contractor, they will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the General Contractor, executed a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the General Contractor, who shall pay the premiums therefor, furnish a performance and payment bond of

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE Renovation/Addition/Restoration of Site
North Drive, Westborough, MA 01581**

a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on their own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do not give bid price for any class or part thereof furnished by undersigned.]

F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described contract documents and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the Awarding Authority.

G. The undersigned further agrees to be bound to the General Contract by the terms of the hereinbefore described contract documents, and to assume toward themselves all the obligations and responsibilities that they, by those documents, assume toward the Owner.

H. The undersigned offers the following information as evidence of their qualifications to perform the work as bid upon according to all the requirements of the drawings and project manual.

1. Have been in business under present business name _____ years.
2. Ever failed to complete any work awarded: _____ (yes/no)
3. List three or more recent buildings with names of the General Contractor and Architect on which you served as a subcontractor for work of similar character as required for the above-named building.

Building	Architect	General Contractor	Amount of Contract
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____
(d) _____	_____	_____	_____
(e) _____	_____	_____	_____

4. Bank reference _____

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE Renovation/Addition/Restoration of Site
North Drive, Westborough, MA 01581**

I. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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; and that they will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

J. The undersigned further agrees that, if the undersigned fails to perform their agreement to execute a subcontract with the General Contractor and furnish a performance and payment bond as requested to do so, the bid deposit accompanying the copy of this bid filed with the Awarding Authority shall become and be the property of the Awarding Authority as liquidated damages. The undersigned understands that, if they so execute a subcontract with the General Contractor and furnish a performance and payment bond, if requested to do so, the bid deposit will be returned within five (5) days after execution of the contract.

K. The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with other bidder for the same work, that the undersigned is competing solely in their 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 form of contract attached hereto and is fully informed in regard to all provisions thereof and to the plans and specifications therein referred to, and that the undersigned has visited the premises described in said form of contract and made their own examination of the place where the work is to be done and of all conditions pertaining to the work, has made their own estimates and from such examination and estimate makes this proposal.

L. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

M. The Federal Social Security Identification Number of the Trade Contractor (the number used on Employer's Quarterly Federal Tax Return, US Treasury Department Form 941) is:

DATE _____

Sub Bidder _____
(Company Name)

By: _____
Signature of Authorized Representative

Title: _____

(Affix Seal)

Business Address: _____

City and State: _____

Telephone No. _____

END OF DOCUMENT

DOCUMENT 00 41 14

TRADE CONTRACTOR BID CERTIFICATIONS

- A. The undersigned further agrees that, if the undersigned fails to perform their agreement to execute a subcontract with the General Contractor and furnish a performance and payment bond if requested to do so in the general bid by the general bidder, the bid deposit accompanying the copy of this bid filed with the Awarding Authority shall become and be the property of the Awarding Authority as liquidated damages. The undersigned understands that, if they so execute a subcontract with the General Contractor and furnish a performance and payment bond, if requested to do so, the bid deposit will be returned within five (5) days after execution of the contract.
- B. The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with other bidder for the same work, that the undersigned is competing solely in their 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 form of contract attached hereto and is fully informed in regard to all provisions thereof and to the plans and specifications therein referred to, and that the undersigned has visited the premises described in said form of contract and made their own examination of the place where the work is to be done and of all conditions pertaining to the work, has made their own estimates and from such examination and estimate makes this proposal.
- C. The Federal Social Security Identification Number of the Trade Contractor bidder (the number used on Employer's Quarterly Federal Tax Return, US Treasury Department Form 941) is:

D. BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Trade Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED: _____

NAME OF BIDDER: _____

BY: _____

NAME: _____

TITLE: _____

TRADE CONTRACTOR BID CERTIFICATIONS

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DOCUMENT 00 43 13

BID BOND

AIA Document A310 - Bid Bond, 2010 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents, for use in fulfilling Bid Security requirements in lieu of submitting a certified check.

END OF DOCUMENT

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

_____	_____	_____
<i>(Witness)</i>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	
_____	_____	_____
	<i>(Surety)</i>	<i>(Seal)</i>
_____	_____	_____
	<i>(Title)</i>	

DOCUMENT 00 43 40

LABOR REGULATIONS

1. WAGE RATES

- a. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Massachusetts Deputy Director of the Department of Labor and Workforce Development.
- b. This Schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- c. Keep a legible copy of the Schedule posted on the site.
- d. Keep the wage rates and classifications of labor employed on this work on file so they may be available for inspection by the Awarding Authority and Architect.
- e. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the Massachusetts State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- f. Pay reserve police officers employed on the work the prevailing rate of wages paid to regular police officers as required by M.G.L. c.149, §34B, as amended; such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- g. When requested by the Awarding Authority, the Contractor and all Subcontractors shall provide certified payroll affidavits verifying compliance with M.G.L. c.149, §27, §27A, and §27B.
- h. The Contractor and all Subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work; submitted to the Awarding Authority on the Form included as part of the Commonwealth of Massachusetts Department of Labor and Occupational Safety, Minimum Wage Rates, Weekly Payroll Records Report & Statement of Compliance.

END OF DOCUMENT

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DOCUMENT 00 43 43

PREVAILING WAGE RATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Wage Rate Schedule appended to this Document following this page, obtained by the Awarding Authority for this Project, is current as published by the Commonwealth of Massachusetts, Department of Labor and Occupational Safety.
- B. The Wage Rate Schedule establishes the minimum rate per hour to be paid in compliance with requirements of Document 00 43 40, Labor Regulations.

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DOCUMENT 00 45 46

PRIME/GENERAL CONTRACTOR UPDATE STATEMENT FORM

The Massachusetts Prime/General Contractor Update Statement form is included following this page.

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SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime/General Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE ⇨

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. **Remember:** this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.**

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted,

when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 + col. 8) (divided by)

Column 8 ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9) \$ _____

- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

	YES	NO
1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?		
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?		
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) since your firm’s Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term “administrative proceeding” as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at www.osha.gov	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.

DOCUMENT 00 45 48

TRADE CONTRACTOR UPDATE STATEMENT FORM

NO FILED SUB-BID

TRADE CONTRACTOR BIDDER UPDATE STATEMENT FORM

00 45 48 - PAGE 1

PERFORMANCE BOND – PAYMENT BOND

00 61 13 - PAGE 1

DOCUMENT 00 61 13

PERFORMANCE BOND; PAYMENT BOND

1. PERFORMANCE BOND

AIA Document A312 - Performance Bond - 2010 Edition is included, following this page, as an integral part of the Bid documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual.

2. PAYMENT BOND

AIA Document A312 - Payment Bond - 2010 Edition is included, following this page, as an integral part of the Bid Documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual

END OF DOCUMENT

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 **AIA**® Document A312' 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Signature: _____

Name and
Title:

SURETY
Company: *(Corporate Seal)*
Signature: _____

Name and
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.-)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural

where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .J the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 1.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 47 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: *(Corporate Seal)*

Company: *(Corporate Seal)*

Signature:

Signature:

Name and Title: _____

Name and Title: _____

Address:

Address:

DOCUMENT 00 65 16

CONTRACTOR'S PARTIAL WAIVER AND SUBORDINATION OF LIEN
(Contractor)

(To be submitted with each application for payment)
(M.G.L. c. 254, §32)

Application for Payment No. _____

OWNER: _____

CONTRACTOR: _____

PROJECT _____

ADDRESS: _____

PROJECT: _____

LENDER/MORTGAGEE:

1. Original Contract Amount: \$ _____

2. Approved Change Orders: \$ _____

3. Adjusted Contract Amount (Line 1 plus Line 2): \$ _____

4. Work Completed to Date: \$ _____

5. Less Retainage: (\$ _____)

6. Total Payable to Date (Line 4 less Line 5): \$ _____

7. Less Previous Payments: (\$ _____)

8. Current Amount Due (Line 6 less Line 7): \$ _____

Pending Change Orders: \$ _____

Disputed Claims: \$ _____

The undersigned Contractor, who has a contract with Owner for furnishing labor or materials, or both labor and materials, and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as _____ located in _____, _____ County,

Massachusetts and owned by Owner, upon receipt of _____ Dollars (\$ _____) in payment of an invoice/requisition/application for payment dated _____ and does hereby:

- (a) waive, release, discharge and relinquish any and all liens and claims or rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date:

_____ (the "payment period"), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

- (b) subordinate any and all liens and claims or rights of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury this ____ day of _____, 20__.

CONTRACTOR: _____

BY:

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally

appeared _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

DOCUMENT 00 65 19

GENERAL RELEASE AND WAIVER OF LIEN
(Contractor)

NAME: _____
(Contractor)

ADDRESS: _____

To: Massachusetts Technology Collaborative Date: _____
75 North Drive
Westborough, Massachusetts 01581-3340

Project: Abandoned Building Demolition Abatement and Site Restoration
75 North Drive
Westborough, Massachusetts 01581-3340

We, the undersigned, in consideration of payments made to us, hereby waive and release all actions, debts, claims, and demands against _____ (Contractor) and Massachusetts Technology Collaborative, on account of all work, services, equipment, and materials performed or furnished by us in connection with the construction of a building, improvements, and facilities on real property owned by the Massachusetts Technology Collaborative or pursuant to our contract, dated _____ made with the Massachusetts Technology Collaborative, and amendments and change orders thereto; and

We hereby waive and release any mechanics', materialman's, or like lien, and all rights to file any such lien in the future, against said real property on account of said work, services, equipment and materials performed or furnished by us.

Date: _____

By: _____

Title: _____

(Seal)

DOCUMENT 00 65 20

GENERAL RELEASE AND WAIVER OF LIEN
(Sub-Contractor/Material Supplier)

NAME: _____
(Sub-Contractor/Material Supplier)

ADDRESS: _____

To: Massachusetts Technology Collaborative Date: _____
75 North Drive
Westborough, Massachusetts 01581-3340

Project: Abandoned Building Demolition Abatement and Site Restoration
75 North Drive
Westborough, Massachusetts 01581-3340

We, the undersigned, in consideration of payments made to us, hereby waive and release all actions, debts, claims, and demands against _____ (Sub- Contractor) and Massachusetts Technology Collaborative, on account of all work, services, equipment, and materials performed or furnished by us in connection with the construction of the building, improvements, and facilities on real property owned by Massachusetts Technology Collaborative, or pursuant to our contract, dated _____ made with the Massachusetts Technology Collaborative, and amendments and change orders thereto; and

We hereby waive and release any mechanics', materialman's, or like lien, and all rights to file any such lien in the future, against said real property on account of said work, services, equipment and materials performed or furnished by us.

Date: _____

By: _____

Title: _____

(Seal)

DOCUMENT 00 70 62

TAX EXEMPTION USAGE REQUIREMENTS

PART1-GENERAL

1.1 SUMMARY

- A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Document Includes, without limitation, requirements for usage of:
 - 1. Owner's tax exemption.
- C. Tax exemption: The Owner is exempt for the payment of sales taxes on materials and products permanently incorporated into the work.
- D. Extent of Contractor responsibilities for tax exemption usage, without limitation, includes:
 - 1. Notices & verification:
 - a. Obtain from Owner their tax exempt documentation and obtain.
 - b. Complete forms required by the state Department of Revenue.
 - c. Comply with state filing and regulatory requirements.
 - 2. Records: Providing Owner with one copy of each purchase order, invoice, and receipt which used the Owner's tax exemption certificate number.
 - 3. Certification: Upon Contract completion, provide a notarized certification to the Owner stating that all purchases made under the Owner's tax exemption certificate number were legitimate, for this Contract, and entitled to the exemption.
- E. Penalties: Pay all penalties assessed by authorities having jurisdiction for the Contractor's improper or illegal use of the Owner's tax exemption certificate number.

END OF DOCUMENT

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SECTION 011000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 PROJECT REQUIREMENTS

- A. Project Identification: MASSACHUSETTS TECHNOLOGY COLLABORATIVE (MTC), North Drive, Westborough, MA 01591.
- B. Particular Project Requirements: Demolish three existing historic buildings (Hillside Cottage, Boulder Cottage, and Oaks Cottage) located at the former Lyman School for Boys.
 - 1. Existing site conditions and restrictions: Coordinate with Owner.
 - 2. Requirements for sequencing, scheduling and completion date: Coordinate with Owner.
 - 3. Coordinate with local historical commission and authorities having jurisdiction.
 - 4. No new construction is required.
- C. Project Requirements for Temporary Utilities and Facilities:
 - 1. Utility Costs: The Contractor shall meter and pay for cost of utility services consumed, including electricity, water, gas and temporary heat.
 - 2. Temporary Offices: A separate field office for the Architect and the Owner's Representative is not required.
 - 3. Toilet Facilities: The Contractor shall provide and maintain temporary toilets outside the building.
- D. Permits and Fees: Apply for, obtain, and pay for permits, fees, and utility company backcharges required to perform the work. Submit copies to Architect.
- E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Architect.
- F. Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.
- G. Existing Conditions: Notify Architect of existing conditions differing from those indicated on the drawings.
- H. Contractor's Conduct on Premises: The Contractor and their employees shall behave in a respectful, courteous, and safe manner. Abusive, harassing, and lewd behavior is prohibited. Music playing is prohibited. Alcohol, tobacco, and drug use is prohibited.
 - 1. Comply with Owner's security requirements.

1.3 SPECIFICATION INFORMATION

- A. These specifications are a specialized form of technical writing edited from master specifications and contain deviations from traditional writing formats. Capitalization, underlining and bold print is only used to assist reader in finding information and no other meaning is implied.
- B. Except where specifically indicated otherwise, the subject of imperative statements is the Contractor.
- C. Sections are generally numbered in conformance with Construction Specifications Institute Masterformat System. Numbering sequence is not consecutive. Refer to the Table of Contents for names and numbers of sections included in this Project.
- D. Pages are numbered separately for each section. Each section is noted with "End of Section" to indicate the last page of a section.

1.4 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.5 INDUSTRY STANDARDS

- A. Referenced standards are part of the Contract Documents and have the same force and effect as if bound with these specifications.

- B. Except where specifically indicated otherwise, comply with the current standard in effect as of the date of the Owner/Contractor Agreement. Obtain copies of industry standards directly from publisher.
- C. The titles of industry standard organizations are commonly abbreviated; full titles may be found in Encyclopedia of Associations or consult Architect.

1.6 CODES AND REGULATIONS

- A. Comply with applicable codes, ordinances, regulations and requirements of authorities having jurisdiction.
- B. Submit copies of permits, licenses, certifications, inspection reports, releases, notices, judgments, and communications from authorities having jurisdiction to the Architect.

1.7 PROGRESS SCHEDULE

- A. Provide comprehensive critical path method or bar chart schedule showing major and critical minor portions of the work, sequence of work and duration of each activity. Coordinate format with Owner and Architect. Update and reissue regularly, but not less than monthly.

1.8 SCHEDULE OF VALUES

- A. Prepare Schedule of Values to coordinate with application for payment breakdown. Submit at least 10 days before first payment application. Update and reissue regularly, but not less than monthly.

1.9 PAYMENT REQUESTS

- A. Submit completed form AIA G702 Application and Certification for Payment, including continuation sheet G703, in electronic format. Substantiate requests with complete documentation; include change orders to date. Provide partial lien waivers for work in progress and full lien waivers for completed work.
- B. As-Constructed Record Drawing Certification: Certify as a part of each application for payment that the project as-constructed record documents are current at the time of application is submitted. The Contractor shall require such drawings to be current as a condition of approving payment to the trade Contractor and Subcontractor.
- C. Before first payment application, provide the following:
 - 1. List of subcontractors, suppliers, and fabricators.
 - 2. Schedule of values.
 - 3. Progress schedule.
 - 4. Submittal schedule keyed to project schedule.
 - 5. List of Contractor's key project personnel.
 - 6. Copies of permits and other communications from authorities.
 - 7. Contractor's certificate of insurance.
 - 8. Performance and payment bonds if required.
 - 9. Unit price schedule.
- D. Before final payment application, provide and complete the following:
 - 1. Complete closeout requirements.

2. Complete punch list items.
3. Settle claims.
4. Transmit record documents to Architect. Include statement that Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work have been incorporated in the as-constructed record drawings.
5. Prove that taxes, fees, and similar obligations have been paid.
6. Remove temporary facilities and surplus materials.
7. Change lock cylinders or cores.
8. Clean the work.
9. Submit consent of surety, if any, for final payment.
10. Complete required sustainable design documentation.

1.10 PROCEDURES AND CONTROLS

- A. Project Meetings: Arrange for and attend meetings with the Architect and such other persons as the Architect requests to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's field superintendent. An authorized representative of subcontractor or sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Notices required under the Contract may be served on such representatives. Written reports of meeting minutes shall be prepared by the Contractor and distributed by the Contractor to attendees, the Architect, and Owner within three business days.
1. Pre-Demolition Conference: Attendance by Architect, Contractor, major subcontractors. Agenda shall include: Quality of workmanship, coordination, interpretations, job schedule, submittals, approvals, requisition procedures, testing, protection of construction, indoor air quality, and construction waste management.
 2. Progress Meetings: Hold regularly before preparation of payment requests and additional meetings as requested by the Architect. Attendance by Architect, Contractor, and others as determined by Contractor. Agenda shall include work in progress and payment requests.
- B. Emergency Contacts: Furnish the Owner and Architect, in writing, the names and telephone numbers of individuals to be contacted in the event of an out-of-hours emergency at the building site. Post a similar list readily visible from the outside of the field office or a location acceptable to the Architect.
- C. Project Limit Line: The boundaries of the site do not limit the responsibility of the Contractor to perform the work in its entirety. Disconnect utilities as required.
- D. Observation: Notify the Architect and authorities having jurisdiction at least thirty-six hours in advance of concealing work.
- E. Utilities: Prior to interrupting utilities, services or facilities, notify the utility owner and the Owner and obtain their written approval a minimum 48 hours in advance.
- F. Clean-Up: Frequently clean-up waste, remove from site regularly, and legally dispose of off-site.
1. Comply with requirements of Section 017400 - CONSTRUCTION WASTE MANAGEMENT.
- G. Installer's Acceptance of Conditions: Installers shall inspect substrates and conditions under which work is to be executed and shall report in writing to the Contractor conditions detrimental

to the proper execution and completion of the work. Do not proceed with work until unsatisfactory conditions are corrected. Beginning work means installer accepts previous work and conditions.

- H. Coordination: The Contractor shall be fully responsible for coordinating trades, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of work.
1. Prior to beginning mechanical, electrical and fire protection work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the mechanical, electrical and fire protection installations and demonstrating to the Contractor's satisfaction that the installations will clear obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. The Contractor shall be solely liable and responsible for costs and delays resulting from the Contractor's failure to prepare such coordination drawings or from the negligent preparation of such coordination drawings.
 2. Exact locations and groupings of mechanical, electrical and fire protection fixtures, switches, heads and outlets shall be obtained from the Architect before the Work is roughed in. Work installed without such information from the Architect shall be relocated at the Contractor's expense if the Architect so requests.
- I. Request For Interpretation (RFIs):
1. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - a. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Content of the RFI: Include a detailed, legible description of item needing interpretation.
 3. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow three working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 4. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
- J. Existing Articles of Unusual Value: If during demolition, excavation, or disposal work articles of unusual value or of historical or archaeological significance are encountered, the ownership of such articles is retained by the Owner, and information regarding their discovery shall be immediately furnished to the Architect. If the nature of the article is such that work cannot proceed without danger of damage, work in the area shall be immediately discontinued until the Architect has determined the proper procedure to be followed. Delays in time thereby shall be a condition for which the time of the Contract may be extended. Costs incurred after discovery in the salvaging of such articles shall be borne by the Owner.

1.11 SUBMITTALS

- A. Required Submittals: Submit coordination drawings, schedules, and other submittals as specified in individual specification sections.

- B. Submittal Schedule: Within 30 days after award of contract and before first application for payment, prepare list of submittals in chronological sequence showing submittals and proposed date first due at Architect's office and proposed date due to be returned to Contractor. Note relevant specification section number.
- C. Contractor's Preparation of Submittals: Modify and customize submittals to show interface with adjacent work and attachment to building. Identify each submittal with name of project, date, Contractor's name, subcontractor's name, manufacturer's name, submittal name, relevant specification section numbers, and Submittal Schedule reference number. Stamp and sign each submittal to show the Contractor's review and approval of each submittal before delivery to Architect's office; unstamped and unsigned submittals will be returned without action by the Architect. Leave 4" x 6" open space for Architect's "action" stamp.
1. Electronic Submittals: Provide submittals in electronic format to the Architect. Architect will return a file of reviewed submittal in electronic format to the Contractor for distribution to subcontractors, suppliers, fabricators, governing authorities and others as necessary for proper performance of the Work.
 - a. Unless otherwise amenable to the Architect, additional hard copies of submittals will not be reviewed by the Architect (or Consultant) and will not be returned to the Contractor.
 2. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 3. Name file with submittal number or other unique identifier, including revision identifier.
 4. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 5. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect.
- D. Timing of Submittals: Submit submittals in a timely fashion to allow at least ten business days for each office's review and handling. This means that submittals which have to be reviewed by the Architect and one of their consultants require at least 20 business days for review and handling. Add ten business days for each additional consultant who must review a submission.
- E. Architect's Action on Submittals: Architect will review submittals, stamp with "action stamp", mark action, and return to Contractor. Architect will review submittals only for conformance with the design concept of the project. The Contractor is responsible for confirming compliance with other Contract requirements, including without limitation, performance requirements, field dimensions, fabrication methods, means, methods, techniques, sequences and procedures of construction, coordination with other work. The Architect's review and approval of submittals shall be held to the limitations stated in the Owner/Architect Agreement and the Conditions of the Contract. In no case shall approval or acceptance by the Architect be interpreted as a release of Contractor of their responsibilities to fulfill the requirements of the Contract Documents.
1. Required Resubmittal: Unless submittal is noted "reviewed" or "reviewed except as noted, resubmission not required," make corrections or changes to original and resubmit to Architect.
 2. Distribution: When submittal is noted "reviewed" or "reviewed as noted, resubmittal not required," make prints or copies and distribute to Owner, Subcontractors involved, and to other parties requiring information from the submittal for performance or coordination of related work.

1.12 TEMPORARY FACILITIES AND UTILITIES

- A. Scope of Temporary Work: This article is not intended to limit the scope of temporary work required under the Contract. Provide temporary facilities and utilities needed.
- B. Permits and Fees: Obtain and pay for permits, fees and charges related to temporary work.
- C. Codes and Authorities Having Jurisdiction for Temporary Facilities and Utilities: Comply with requirements of authorities having jurisdiction, codes, utility companies, OSHA, and industry standards including, but not limited to the following:
 - 1. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
 - 2. ANSI-A10 Series, Safety Requirements for Construction and Demolition.
 - 3. NECA National Joint Guideline NJG-6, Temporary Job Utilities and Services.
 - 4. Electrical Service: NEMA, NECA, and UL.
- D. Field Offices: Provide Contractor's field offices as needed. Keep current copies of Contract Documents and project paperwork neatly on file at jobsite. Permit Architect's unrestricted use of Contractor's field office facilities including copiers, telephones, plan tables, and other equipment. Furnish, maintain, and pay for light, power, phone, fax, and other field office services.
- E. Shops and Sheds: At Contractor's option, provide shops and sheds for Contractor's use as needed. Locate shops and sheds where acceptable to Owner and authorities having jurisdiction. Prior to completion of construction, temporary storage facilities and surplus stored materials shall be removed from the site.
- F. Temporary Heat: Provide temporary heat as needed to protect the work and create a suitable work environment. Provide temporary heat to protect the exterior construction against injury or damage resulting from cold temperature and dampness, to heat materials, and to maintain the minimum temperatures specified herein and in individual specification sections. Protect building from soot, smoke and fire damage.
 - 1. Acceptable Heaters: UL approved devices acceptable to the Architect. Locate heaters outside the building or vented to the outside.
 - 2. Prohibited Heaters:
 - a. Oil burning salamander type heaters will not be permitted. Non-vented, open flame heaters will not be permitted inside the building once the building is closed-in.
 - b. Propane type-heaters will not be permitted within the area of the building or near stockpiles of combustible materials.
 - c. Do not use heaters which interfere with curing of mortar and grout or damage materials.
 - 3. Permanent building equipment shall not be used without written permission from the Owner. If the equipment is used for temporary heating or cooling, it shall be adequately maintained per manufacturer's instructions and protected with filters, strainers, controls, reliefs, and similar items. Prior to turnover to Owner, the equipment shall be in a clean, like new condition. The guarantee period shall not start until the equipment is turned over to the Owner for their use. Do not invalidate existing warranty by an action or failure to act. Clean and change air filters frequently to prevent construction dust and debris from contaminating system.
- G. Temporary Lighting: Provide temporary lighting as required by local authorities having jurisdiction. Use LED lamps, for energy savings and lower operational carbon.

- H. Pumping and Drainage: Protect excavations, trenches, buildings and materials from rainwater, ground water, backup or leakage of sewers, drains and other piping, and from water of other origin. Promptly remove accumulation of water. Provide and operate pumps, piping and other equipment necessary for pumping, drainage and protection from water.
- I. Equipment and Tools: Provide equipment including, but not limited to, hoists, lifts, scaffolding, machines, tools and the like, as needed for execution of the work. Provide safe access to the work.
- J. Temporary Enclosures: Provide temporary enclosures to maintain proper temperatures and to prevent weather damage. Always maintain legal means of egress.
- K. Snow and Ice: Remove snow and ice which interferes with work or safety.
- L. Streets, Walks and Grounds: Maintain public and private roads and walks clear of debris caused by construction operations. Repair damage caused to streets, drives, curbs, sidewalks, fences, poles and similar items where disturbed or damaged by building construction and leave them in as good condition after completion of the work as before operations started.
- M. Protection: Protect nearby property and the public from construction activities. Provide and maintain barricades, warning signs and lights, railings, walkways and similar items. Immediately repair damaged property to its condition before being damaged.
- N. Public Services: Provide temporary public services such as, street lighting, night lighting, sidewalks, covered passages, signs, signals and the like, as requested by authorities having jurisdiction.
- O. Construction Fencing: Provide construction fencing and barriers as applicable to the project and as required by code to protect personnel, the public, and to control access.
- P. Security: Secure site against unauthorized entry at all times. Provide secure, locked temporary enclosures. Protect the work at all times. Provide watchman service, if necessary, to protect the work.
- Q. Signs: Erect project identification signs in compliance with details to be provided by Architect. Signs shall be minimum 4' x 8' exterior grade plywood and shall contain the names of the project, Owner, Architect, major Consultants, Contractor, and major financing institution. Except for safety and warning signs, no other signs are permitted. Location as acceptable to the Architect.
- R. Fire Prevention: Take every precaution to prevent fire. Provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and comply with recommendations regarding fire protection made by the representative of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and combustible rubbish shall be promptly removed from the site.
- S. Egress: Maintain safe and legal means of egress at all times. At all times, provide at least two separate means of egress.
- T. Existing Mold-Contaminated Materials: In the event that mold-contaminated materials are encountered during remodeling operations, the Contractor shall stop work in that area and notify the Owner and Architect in writing. The Owner will engage and pay for an industrial hygienist to evaluate the situation to advise the Contractor on the proper course of action.

1. Coordinate with work of hazardous waste consultant.

1.13 PROJECT CLOSE OUT

A. Complete the following prior to Substantial Completion:

1. Provide Contractor's Punch List of incomplete items stating reason for incompleteness and value of incompleteness.
2. Advise Owner of insurance change over requirements.
3. Submit all warranties, maintenance contracts, final certificates and similar documents.
4. Obtain Certificate of Occupancy and similar releases which permit the Owner's full and unrestricted use of the areas claimed "Substantially Complete".
5. Submit record documents.
6. Remove all temporary facilities and utilities that are no longer needed.
7. Request Architect's inspection for Substantial Completion.

B. Architect will either issue a Certificate of Substantial Completion or notify Contractor of work which must be performed prior to issue of certificate.

C. Complete the following prior to Final Acceptance and payment:

1. Obtain Certificate of Substantial Completion.
2. Submit final application for payment, showing final accounting of changes in the work.
3. Provide final releases and lien waivers not previously submitted.
4. Submit certified copy of final punch list stating that Contractor has completed or corrected each item.
5. Submit final meter readings, record of stored fuel and similar information.
6. Submit Consent of Surety for final payment.
7. Submit evidence of Contractor's continuing insurance coverage (if required by Contract Documents).

1.14 FINAL CLEANING AND REPAIR

A. Clean Up: Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the site and clean and prepare the completed work in order for it to be used for its intended purpose in accordance with the Contract Documents.

B. Pest Control: Engage a licensed exterminator, who practices integrated pest management (IPM), to inspect the project and eliminate rodents, termites and all other insects and pests. Coordinate pest control plan with Owner. Owner's written approval is required prior to application. Submit proposed program to Owner and Architect. Program shall clearly indicate the following:

1. Area or areas to be treated.
2. Manufacturer's printed instructions and safety data sheet (SDS) for each chemical to be used.
3. Pollution preventive measures to be employed.
4. Repairs: Repair and touch-up all damaged and deteriorated products and surfaces.

PART 2 - PRODUCTS [Not Used]

PART 3 - EXECUTION [Not Used]

END OF SECTION

SECTION 011401

FILE TRANSFER FORM

At your request, we will provide electronic files for your convenience and use in the preparation of shop drawings related to MASSACHUSETTS TECHNOLOGY COLLABORATIVE, subject to the following terms and conditions:

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or subconsultants that may arise out of, or in connection with, your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of, or resulting from, your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and existing field conditions. We make no representation regarding the accuracy or completeness of the electronic files you receive. You are responsible for determining if any conflict exists between existing field conditions and these electronic files. By your use of these electronic files, you are not relieved of your duty to check, confirm and coordinate all dimensions, take field measurements, verify field conditions and coordinate your work with the existing conditions.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages of your use or reuse of these electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indication of ownership and/or involvement from each electronic display. Use of these electronic files by you, your consultants, contractors or suppliers indicates acceptance of these conditions.

Contractor/Firm Name

Contractor Signature

Date

SECTION 017400

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 SUMMARY

- A. This Section includes requirements for the Contractor's implementation of waste management controls and systems for the duration of the Work.
- B. Develop a waste management plan, quantifying material diversion by either weight or volume to recycle and/or salvage non-hazardous demolition debris.
- C. Related Work: The following items are not included in this Section and are specified under the designated Sections:
 - 1. Section 011000 - GENERAL REQUIREMENTS for general submittal requirements.
 - 2. Section 024000 - BUILDING DEMOLITION for demolition, salvage, and reuse requirements.

1.3 INTENT

- A. The Owner and Architect have established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
 - 1. With regard to these goals the Contractor shall develop, for the Architect's review, a Waste Management Plan (WMP) for this Project.
- B. Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by local authorities having jurisdiction or Massachusetts General Laws (MGL) Chapter 111, Section 150A.
- C. Hazardous Wastes: Any unforeseen hazardous wastes shall be separated, stored, and disposed of according to local regulations and as directed by the Owner. Hazardous wastes shall not be included in diversion calculations.
 - 1. Division 02 - EXISTING CONDITIONS for other hazardous materials requirements.

1.4 SUBMITTALS

- A. Demolition Waste Management Plan (WMP): Submit within 21 calendar days after receipt of Notice to Proceed, in a format acceptable to the Owner. Demolition shall not begin until WMP has been approved.

1. Demolition Handling Facilities:
 - a. Indicate the name(s) of the facilities where demolition waste will be delivered and the applicable tipping fees.
 - b. Furnish Contractor's statement of verification that facilities proposed for use are licensed for types of waste to be delivered and have sufficient capacity to receive waste from this project.
2. Material Handling Procedures, at Demolition Handling Facilities:
 - a. Indicate annual recycling rates and material streams, as defined by local authorities having jurisdiction.
 - b. Specify which materials shall be source separated or commingled and describe the diversion strategies planned for the project. Describe where the materials will be taken and how the recycling facilities will process the materials.
3. Alternatives to Landfilling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
 - a. Cardboard and paper products.
 - b. Clean dimensional wood.
 - c. Beverage containers and employee food containers.
 - d. Concrete.
 - e. Slurry wall materials.
 - f. Bricks and masonry.
 - g. Asphalt.
 - h. Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - i. Mechanical and electrical equipment.
 - j. Building components which can be removed relatively intact from existing construction.
 - k. Packaging materials, including cardboard, boxes, plastic sheet and film, polystyrene packaging, wood crates, and plastic pails.
 - l. Glass.
 - m. Scraps from new gypsum wall board (drywall).
 - n. Carpet and pad.
 - o. Acoustical ceiling panels.
 - p. Plastics, including plastic pails, polyethylene sheet, and bubble wrap.
 - q. Rigid foam.
4. Meetings: A description of the regular meetings to be held to address waste management.
5. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
 - a. Indicate which material streams shall be source separated and which shall be commingled.
6. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

- B. Waste Management Progress Reports: Concurrent with each Application for Payment, submit a written Waste Management Progress Report in the same format as required for Final Report.
- C. Waste Management Final Report: Prior to Substantial Completion, submit a written Waste Management Final Report summarizing the types and quantities of materials recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities.
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste, by weight.
- D. Other Submittals:
 - 1. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
 - 2. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
 - 3. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, and/or receipts.
 - 4. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, and/or receipts.
 - 5. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 CONTRACTORS

- A. Contractor may subcontract work of this Section to a sub-contractor specializing in deconstruction, recycling, and salvaging demolition waste.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement Waste Management Plan as approved by the Architect. Provide containers, storage, signage, transportation, and other items as required to implement WMP for the entire duration of the Contract.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: The Contractor shall designate an on-site person responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
- B. Distribution: The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Architect.

- C. Instruction: The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- D. Separation Facilities: The Contractor shall lay out and label a specific area to facilitate separation of materials for recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Location shall be acceptable to the Architect.
 - 1. Commingling: Waste commingling shall be approved prior to jobsite tipping, per requirements of this Section.

END OF SECTION

SECTION 024000
BUILDING DEMOLITION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and Exhibits and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

A. Work Included:

1. Demolition and removal of existing structures and site elements as indicated on the Drawings.
 - a. Remove existing building foundations under proposed new buildings, to depth indicated on Drawings.
2. Removal and legal disposal of demolished materials off site. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
3. Demolition and removal work shall properly prepare for new construction to be provided under the following contract.
4. Scheduling and sequencing operations without interruption to utilities serving other facilities or occupied areas. If interruption is required, obtain written permission from the utility company and the Owner. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted, or schedule interruption when the least amount of inconvenience will result.

- B. Related Work: The following items are not included in this Section and are specified under the designated Sections:

1. Section 011000 - GENERAL REQUIREMENTS for temporary facilities, maintenance of access, cleaning during construction, dust and noise control.
2. Section 017400 - CONSTRUCTION WASTE MANAGEMENT for demolition waste management and recycling.
3. Division 02 - EXISTING CONDITIONS for other demolition requirements.
4. Division 31 - EARTHWORK for other demolition requirements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to Owner that may be encountered during demolition remain property of the Owner as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.

1.5 SUBMITTALS

- A. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.
- B. Schedule of Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition and removal work, with early and late starting and finishing dates for each activity. Ensure adjacent owner's on-site operations are uninterrupted if applicable.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Means of protection for items to remain and items in path of waste removal from building.
- C. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Section 017400 - CONSTRUCTION WASTE MANAGEMENT.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Section 011000 - GENERAL REQUIREMENTS, Project Meetings. Review methods and procedures related to demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by demolition operations.
 - 5. Review and finalize protection requirements.

6. Review procedures for protection of adjacent buildings.

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings adjacent to demolition area may be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 3. Owner will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.
- E. On-site storage or sale of removed items or materials is not permitted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: See plumbing and electrical Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, boat docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 011000 - GENERAL REQUIREMENTS for temporary facilities and controls.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least 48 hours after flame cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

- D. **Explosives: Use of explosives is not permitted.**

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5 feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.
 - 1. Remove below-grade construction, including concrete slabs, foundation walls, and footings, to depths indicated.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 017400 - CONSTRUCTION WASTE MANAGEMENT and the following.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

1. Clean roadways of debris caused by debris transport.

END OF SECTION

Project Design for Asbestos Abatement

75 North Dr.
Westborough MA. 01581

Prepared for

Mass Tech
75 North Drive
Attn: Kevin O'Brien
Westborough, MA 01581

Prepared by

John Bachand
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Northeast Environmental Labs
11 Cliff Ave. Suite B
Hampton, NH. 03842

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ACRONYMS AND ABBREVIATIONS

PACM	presumed asbestos-containing material
ACWM	asbestos-containing waste material
CFR	Code of Federal Regulations
CMR	Code of Massachusetts Regulations
HAZWOPER	Hazardous Waste Operation and Emergency Response
HEPA	high efficiency particulate air
NEEL	Northeast Environmental Labs
NESHAP	National Emission Standards for Hazardous Air Pollutants
NIOSH	National Institute of Occupational Safety and Health
MASSDEP	Massachusetts Department of Environmental Protection
MASSDLS	Massachusetts Department of Labor Services
OSHA	Occupational Safety and Health Administration
PCM	phase contrast microscopy
PPE	personal protective equipment
psi	pounds per square inch
TWA	Time Weighted Average
USEPA	U.S. Environmental Protection Agency

1.0 Project Scope

Northeast Environmental Labs is under an agreement with Mass Tech to develop a project design for the live-load removal, clean-up and disposal of approximately 2500 cubic yards of presumed asbestos containing building material (PACM) from three (3) separate buildings on the property located at 75 North Dr. Westborough, MA. 01581. Additionally, this plan will include the removal of TSI, up to a safe distance from the entrances, from three (3) steam tunnels exiting the basement of the “Hillside Building”. 4-Point Perimeter monitoring will be conducted, and a 5th down-wind sample taken each day of abatement activities.

All State Abatement professionals, Inc was hired to perform the pre-demolition asbestos inspection for these buildings and during the course of their inspection it was determined that they were structurally unsound, making a comprehensive asbestos inspection impossible. However, the limited testing that was done determined the presence of asbestos containing materials. The prudent course of action is to consider all materials within the buildings as PACM and/or ACM contaminated and dispose of it as ACWM.

Additionally, there are three (3) underground steam tunnels exiting the “Hillside Building” which have also been deemed structurally unsound. TSI is observed extending into these tunnels from the basement of the building. This plan will outline the procedures to remove the TSI up to a safe distance from the entrance(s). At the conclusion of abatement activities, Mass Tech will hire a contractor to brick off the entrances to these tunnels.

The removal and disposal of asbestos containing waste material (ACWM) at the site will be performed, as described in this project design, by the Designated Asbestos Abatement Contractor. Copies of the pre-renovation asbestos inspections can be found in the appendix section of this work plan.

Figure 1 Photographs of the site.



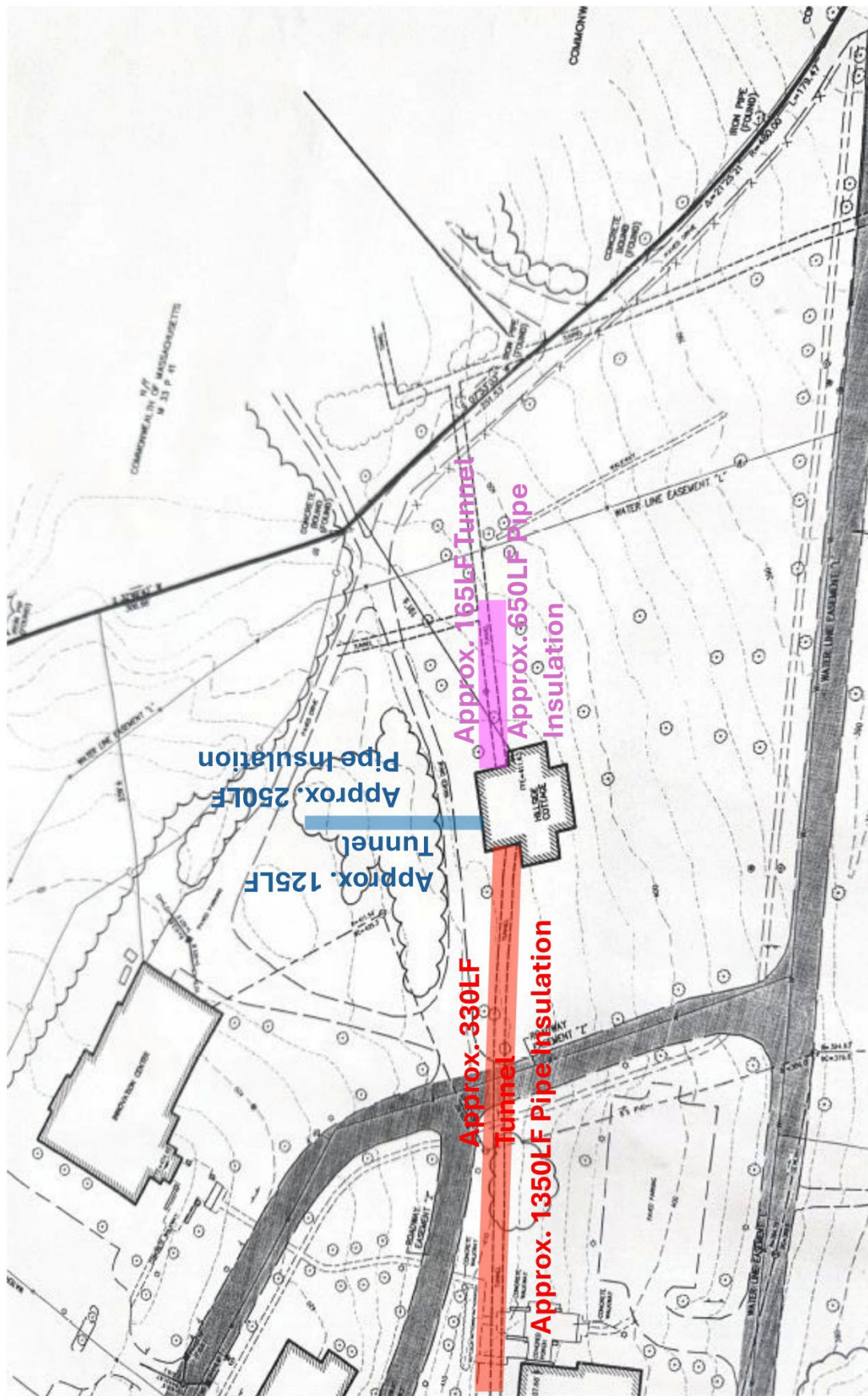
“Oak Building”



“Hillside Building”



“Boulder Building”



Interior Photographs



“Boulder Building”



“Hillside Building”



“Oak Building”

B. Asbestos Materials

Copies of the asbestos inspections can be found in the appendix section of this plan

Location	Description	Quantity	Type
Exterior "Boulder Building"	Presumed Asbestos Containing Materials and Debris	All Materials within the regulated area.	Presumed
Exterior "Hillside Building"	Presumed Asbestos Containing Materials and Debris	All Materials within the regulated area.	Presumed
Exterior "Oak Building"	Presumed Asbestos Containing Materials and Debris	All Materials within the regulated area.	Presumed

C. Designated Asbestos Abatement Contractor.

The removal and disposal of ACM & PACM at the site will be performed, as described in this project design, by the Designated Asbestos Abatement Contractor. A walkthrough is required for this project. At this walkthrough, the asbestos contractor is responsible for determining the following:

1. The conditions affecting the work, including physical conditions of the site that may bear upon site access, handling and storage of tools and materials, access to water, electricity or other utilities, or that may otherwise affect performance of required activities.
2. The character and quantity of materials associated with asbestos, or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work performed by the MassDEP or a designated consultant, and information presented in drawings and specifications included with this contract.

D. Number of Crew Shifts

There will be up to 20 (20) shifts: 8 hours during daylight hours, Monday through Friday.

E. Sequence of Work

Some variation may take place as work progresses.

- No changes to the MassDEP-approved NTWP are allowed prior to written approval from MassDEP.
- MassDEP will receive advance notice of changes or requests for waivers.

F. Special Removal Procedures (Variances)

The following variance is being requested:

- The Abatement Contractor will be seeking a waiver to the 10-day ANF 001 Asbestos Notification Form.
- An Asbestos Notification shall be processed through MassDEP as specified in 454 CMR 28.09.

2.0 REGULATORY COMPLIANCE

Asbestos abatement at the Site shall be performed in compliance with the following state and federal regulations:

- 29 Code of Federal Regulations (CFR) 1910, General Industry Standards, latest edition
- 29 CFR 1926.1101, Construction Industry Standards, latest edition
- 40 CFR Part 61, NESHAP, latest edition
- 454 CMR 28.00
- 310 CMR 7.15
- 40 CFR Part 763

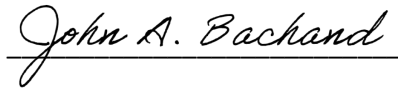
A. Owner

Mass Tech
75 North Drive
Westborough, MA 01581
Attn: Kevin O'Brien

B. Licensed Massachusetts Asbestos Abatement Project Designer

The individual below has fulfilled the requirements stipulated by the USEPA and the MassDLS for license as a Project Designer as defined by Asbestos Hazard Emergency Response Act.

Mr. John Bachand
11 Cliff Ave. Suite B
Hampton, NH. 03842
Project Designer
License #AD030160



C. Licensed Massachusetts Project Monitor

Mr. John Bachand
Northeast Environmental Labs
11 Cliff Ave. Suite B
Hampton, NH. 03842
License# AM031319

D. Designated Asbestos Abatement Contractor

ASAP Restoration
4 Wilder Dr. Ste 12
Plaistow, NH. 03865

2.1 Supervisor and Training Requirements

In accordance with 454 CMR 28.10(2) & (3), the responsible person(s) of the Abatement Contractor shall ensure that a MassDLS licensed Asbestos Supervisor is employed by the Contractor, and present at the Site and in control of the work at all times when work is in progress.

In addition, all persons entering the abatement containment(s) will be employees of the Contractor and licensed by MassDLS as Asbestos Abatement Workers pursuant to 454 CMR 28.03(3).

2.2 Equipment & Protective Clothing

- Equipment that arrives at the site shall be free of visible asbestos-containing debris.
- Full body, double layered disposable protective clothing, including head, body, and foot coverings consisting of material impermeable by asbestos fibers (as defined in 454 CMR 28.04) will be provided to workers and authorized visitors.
- The Abatement Contractor will provide disposable clothing in sizes adequate to accommodate movement without tearing. Disposable clothing will be adequately sealed to footwear to prevent body contamination.

-

2.3 General Safety

General safety measures will comply with 1910 and 1926 OSHA requirements. A pre-construction and Site safety meeting will be held prior to initiating abatement activities. Routine safety and Site coordination meetings will be held prior to the start of each workday.

- A. Workers performing duties where falls of 6 feet or more are possible shall wear full-body harnesses.
- B. The normal exit is the decontamination exit. All other exits will be considered emergency exits only.
- C. Two (2) fire extinguishers shall be located inside each regulated area at all times.
- D. Contractor is responsible for supplying power the Site. Electrical power to the regulated area shall be disconnected and locked out. Ground fault interrupter circuits will supply power to the work area.
- E. Gas connections shall be blocked out to work areas.
- F. Voice communication will be utilized by workers inside regulated areas. Hand-held radios shall be used where voice communication is not possible. A hand-held radio of the same frequency as the abatement subcontractors shall be supplied to the on-Site consultant during removal activities.
1. **G** Safety equipment shall be in compliance with applicable rules and regulations governing work from scaffolds and ladders. Fall protection shall consist of full-body harnesses and shock absorbing lanyards.
- G. A botsball thermometer shall be available on-Site if the temperature is above 70°F in the work area and will be utilized to indicate high heat stress problems. If risk of heat stress is indicated, it shall be regulated through work/rest methods.
- H. In the event of an emergency, the on-Site industrial hygiene firm representative shall contact the USEPA representative, on-Site air monitoring firm, and Office of the MassDEP as well as the area NESHAP representative. All emergency telephone numbers shall be posted at the Site.

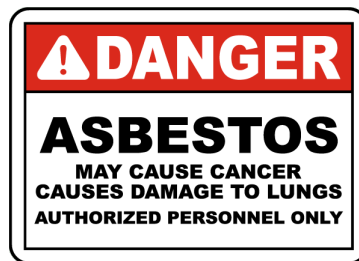
3.0 PRE-ABATEMENT ACTIVITIES

MassDEP will be provided the opportunity to conduct a pre-abatement inspection to approve the containment(s) at least 24-hours prior to the start of asbestos abatement work. MassDEP may visit the site at its discretion to perform preparatory, interim, and final inspections of this and other work areas.

3.1. Isolation and Preparation of the Regulated Areas

There are three (3) exterior regulated work areas: The “Boulder Building”, the “Hillside Building” and the “Oak Building”. The regulated work areas will be isolated from non-trained and non-protected persons prior to the disturbance of PACM. The Contractor will adhere to the following guidelines while preparing the regulated areas:

1. Workers will demarcate the regulated area by placing asbestos-warning barrier tape. Caution signs will be posted at a distance sufficiently far away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. An example of an OSHA-compliant warning sign:



Abatement activities will follow Live-Load procedures and take place in the open air, as construction of a containment is not feasible. Perimeter air monitoring shall be performed each day asbestos abatement related activities are conducted. In addition to 4-point perimeter monitoring, a 5th sample will be taken in the downwind direction.

A truck wash/loading area will be constructed. Limited decon of heavy equipment (e.g. washing of the excavator boom arm and bucket over the last live load) will be performed at the end of each workday.

3.2 Truck Wash/Loading Station

Before any heavy equipment leaves the regulated area, it must go through a full decon at the truck/wash loading areas.

Figure 2 depicts the location(s) of the wash/loading area. The wash/load area will be constructed following these guidelines:

1. A minimum of 20-mil rubber roofing membrane will be laid over the entire area of the heavy equipment decon station. The membrane will be adequately stabilized to prevent movement and rupture.
2. Hay bales will be placed around the perimeter of the heavy equipment decon station to denote the area and as a water collection barrier.
3. All decon water from the truck wash will be collected and passed through a 5-micron filter before being used to wet ACWM.
4. **Water runoff will not be allowed.**
5. Loaded waste trailers will not be allowed to remain onsite, overnight, in an uncovered state.

3.3 Preparation of Trailers

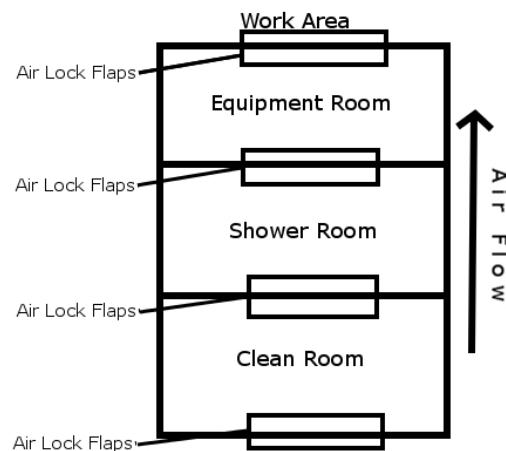
Set up of the Trailer will follow the guidelines below.

1. Two (2) ten-mil (0.010 inch thick) pre-formed poly liners (bladder bags) commercially manufactured and sized to fit a 60 yard trailer will be inserted into the dump trailer and flapped over the sides of the dump trailer. **Note:** This project will require the minimum use of approximately thirty-five (35) 60 yard trailers, each requiring two (2) pre-formed poly liners. Any additional trailers used will follow the same guidelines outlined in this plan.
2. The form-fitted bladder liners are required to fit the trailers with sufficient overhang on all four sides to allow for loading and proper sealing of waste.
3. Liners are not to be cut or altered in any way.
4. Each bladder bag shall be individually sealed and labeled with the required generator labels and asbestos hazard labels in accordance to 310 CMR 7.15(15).
5. Limited decontamination of heavy equipment (e.g. wet-wiping and HEPA-vacuuming of the excavator bucket over the last live load) will be performed at the end of each workday.
6. The Designated Project Monitor will inspect each truck and trailer prior to its departure for the presence of PACM debris. **The standard shall be to no visible debris.**
7. Should PACM debris be detected, the truck and trailer shall be decontaminated using wet-wiping and HEPA-vacuuming, within the regulated area, until the Designated Project Monitor clears it for departure.

3.4 Decontamination Facility

Remote decontamination facilities will be constructed and prepared in accordance with 29 CFR Part 1926.1101(j)(1). The decontamination facility shall be constructed using 6-mil poly sheeting and have reinforced walls. The decontamination facility will consist of an equipment room, shower room, and clean room. Hot and cold running water shall be made available in the shower room. All wastewater must pass through a 5-micron filter before being used to wet ACWM prior to disposal. Each space will be clearly identified and separated from the others by plastic sheet doors arranged to minimize fiber and dust and air transfer as people pass between areas. Air locks will have three (3) layers of 6-mil poly sheeting. Disposal bags used for removal and personal protective equipment (PPE) will be of 6-mil polyethylene, pre-printed with labels as required by USEPA regulation 40 CFR 61.152(b)(1)(iv).

An example of a decontamination facility:



3.5 Workplace Entry and Exit Procedures

- Workers and authorized personnel will enter the regulated areas through the decontamination unit.
- Before entering, personnel will read and be familiar with posted regulations, personal protection requirements (including workplace entry and exit procedures), and emergency procedures.
- Personnel will proceed first to the designated clean area and appropriately don respiratory protection, disposable coveralls, head covering, and foot covering. Hard hats, eye protection, and gloves will also be utilized.
- Before leaving the regulated area, personnel will remove gross contamination from the outside of respirators and protective clothing by HEPA-vacuuming and wet wiping procedures. Small HEPA vacuums with brush attachments shall be utilized for this purpose.
- Any reusable, contaminated footwear will be stored in the work area. Upon completion of abatement, it will be disposed of as asbestos-contaminated waste. Only rubber boots may be decontaminated at the completion of the abatement, for reuse.

3.6 Respiratory Protection & Personal Monitoring

- Half-face respirators will be used during all abatement activities. Respirators will be quantitatively fit tested.
 - Note: No one with facial hair that interferes with proper respirator fit will be permitted to don a respirator and enter the work area.
- Personnel samples shall be collected on no less than 25% of the abatement workers, or one worker per task. No less than two personnel samples per regulated area shall be collected. Personnel samples will be collected and analyzed in accordance with NIOSH Method 7400 (PCM). Results will be posted on site prior to the next work shift.
- Any time air results show workers' exposures to airborne asbestos, on an eight-hour time-weighted average (TWA) basis, and as determined by the PEL/AL during peak activities, as being higher than 0.1 f/cc (fibers per cubic centimeter) the Contractor will cease work. Immediate notification will be given to MassDEP and procedures will be revisited to ensure that air quality is maintained below the protection factor of the half face respirator.
- The Abatement Contractor will provide a sufficient quantity of NIOSH/MSHA-approved high-efficiency particulate air (HEPA) filters so that the workers may change filters each time they exit the work area. Respirators will be wet-rinsed each time a worker leaves the work area.
- Additionally, the Contractor will provide National Institute of Occupational Safety and Health (NIOSH) respiratory protection to workers and official representatives of the state or other governmental entity properly trained to enter the area.

3.7 Ambient Air Monitoring

4-point Perimeter air monitoring shall be performed each day asbestos abatement related activities are conducted. A 5th, downwind sample will be taken. Area samples will be collected and analyzed on site in accordance with NIOSH Method 7400 (PCM).

1. Adequate electrical service must be supplied and maintained during the course of the monitoring process. Four (4) high-volume pumps must be placed in the north, south, east and west quadrants of the demarcated regulated areas.
2. An open faced 25 mm cellulose ester PCM cassette will be placed on the intake orifice of the high-volume pumps.
3. PCM cassettes are to face in toward the abatement area with a 45-degree downward angle.
4. Rotameter is to be used to check the air flow through the cassette. Air flow is to read between 8-12 LPM. Additionally, the MassDLS licensed asbestos project monitor must use a rotameter or other appropriate flow measuring device, that has been calibrated to a primary standard within the past six (6) months, to measure the air flow in the sampling train immediately prior to and immediately following the collection of the clearance air monitoring samples in accordance with 454 CMR 28.10(11)(b)(1).
5. Cassette will be checked every four (4) hours with a target value of 1,200 liters total capture volume (industry standard). Should any sample result reveal a concentration that meets or exceeds 0.010 f/cc, all work shall stop, and Mass DEP shall be immediately notified. Engineering controls will be evaluated and adjusted to reduce the fiber concentration levels below the 0.010 f/cc clearance level.
6. Sampling results will be available on site and copies will be sent to Mass DEP and MassDLS via e-mail at the end of each day.

3.8 Wetting Methods

- **Visible emissions will not be allowed at any time during removal or loadout activities.**
- The water shall be sourced from the fire hydrant.
- PACM shall be wet, as necessary, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements and 310 CMR 7.15(7)1.
- PACM shall be wetted with amended water using abrasion-resistant hoses and airless sprayers.
- Amended water shall not be applied in amounts that will cause run-off or leakage of the water from the work area.
- All PACM shall be kept adequately wet until it is placed and sealed into containers pursuant to 310 CMR 7.15(15).

Once the regulated area has been set up, but prior to abatement, MassDEP may conduct a pre-abatement visual inspection of the site. The abatement contractor must provide a minimum of 24 hrs notice for scheduling this inspection.

HillSide Building Site Map

Figure 2

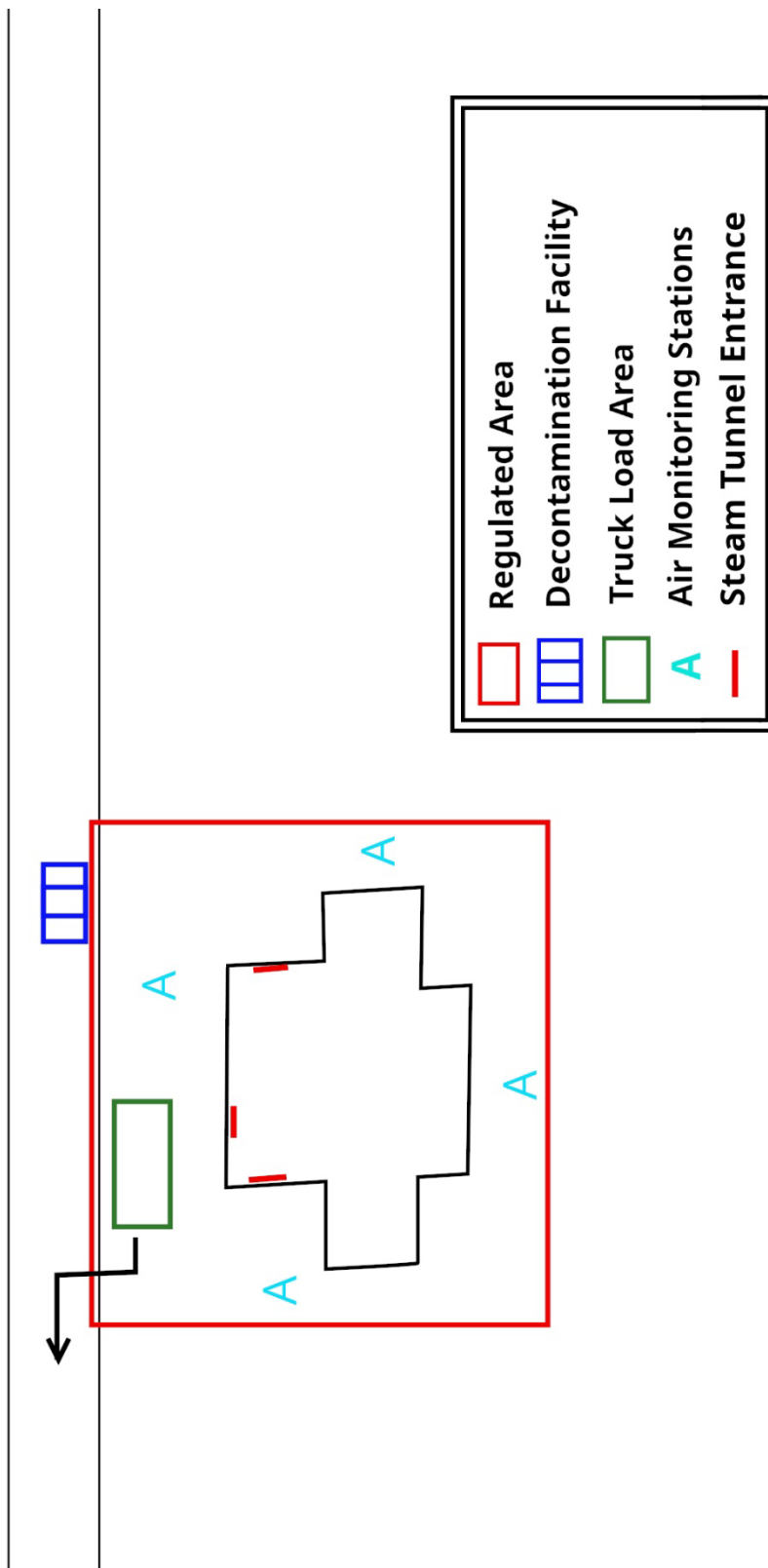


Figure 3

Boulder Building Site Map

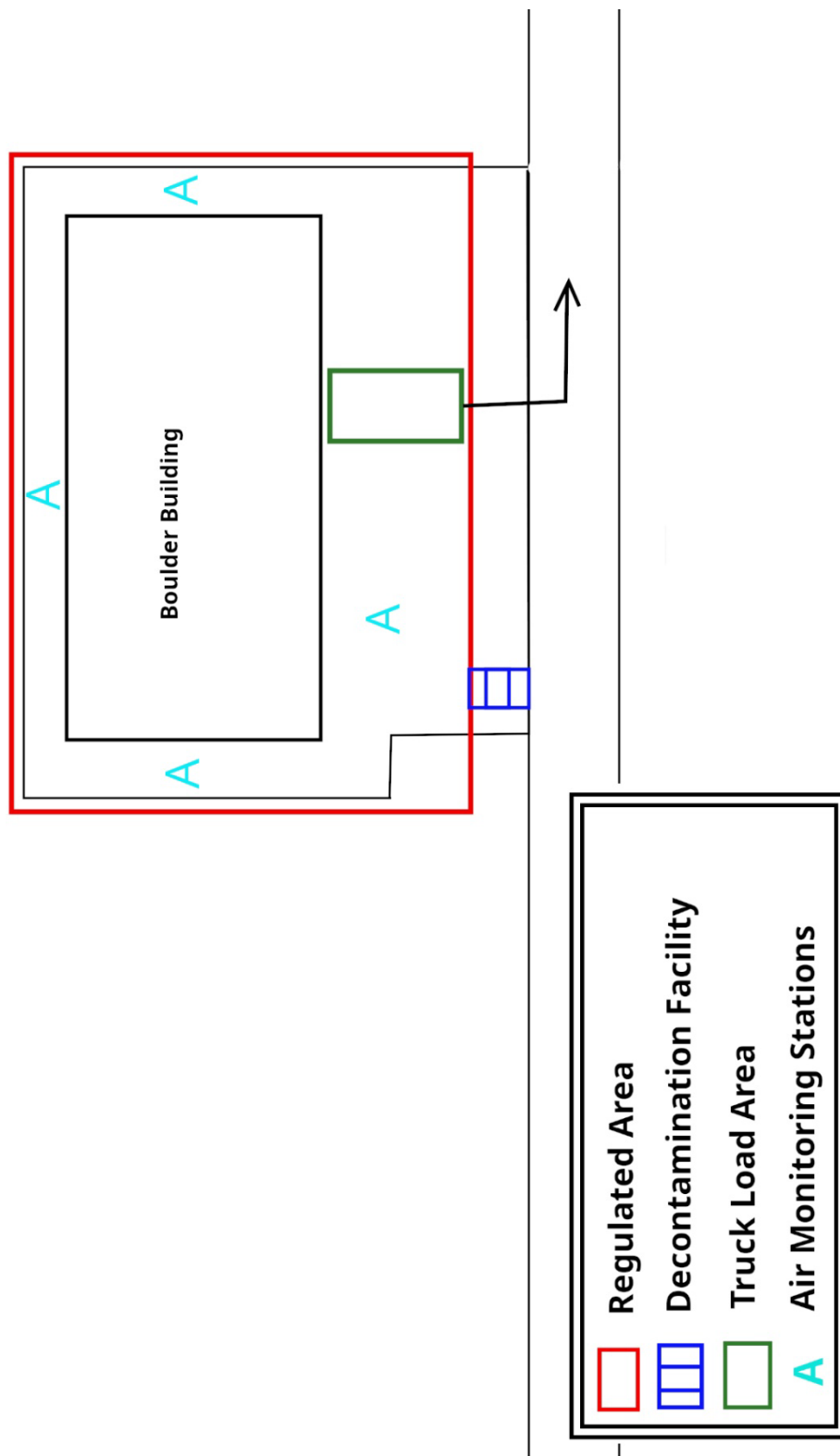
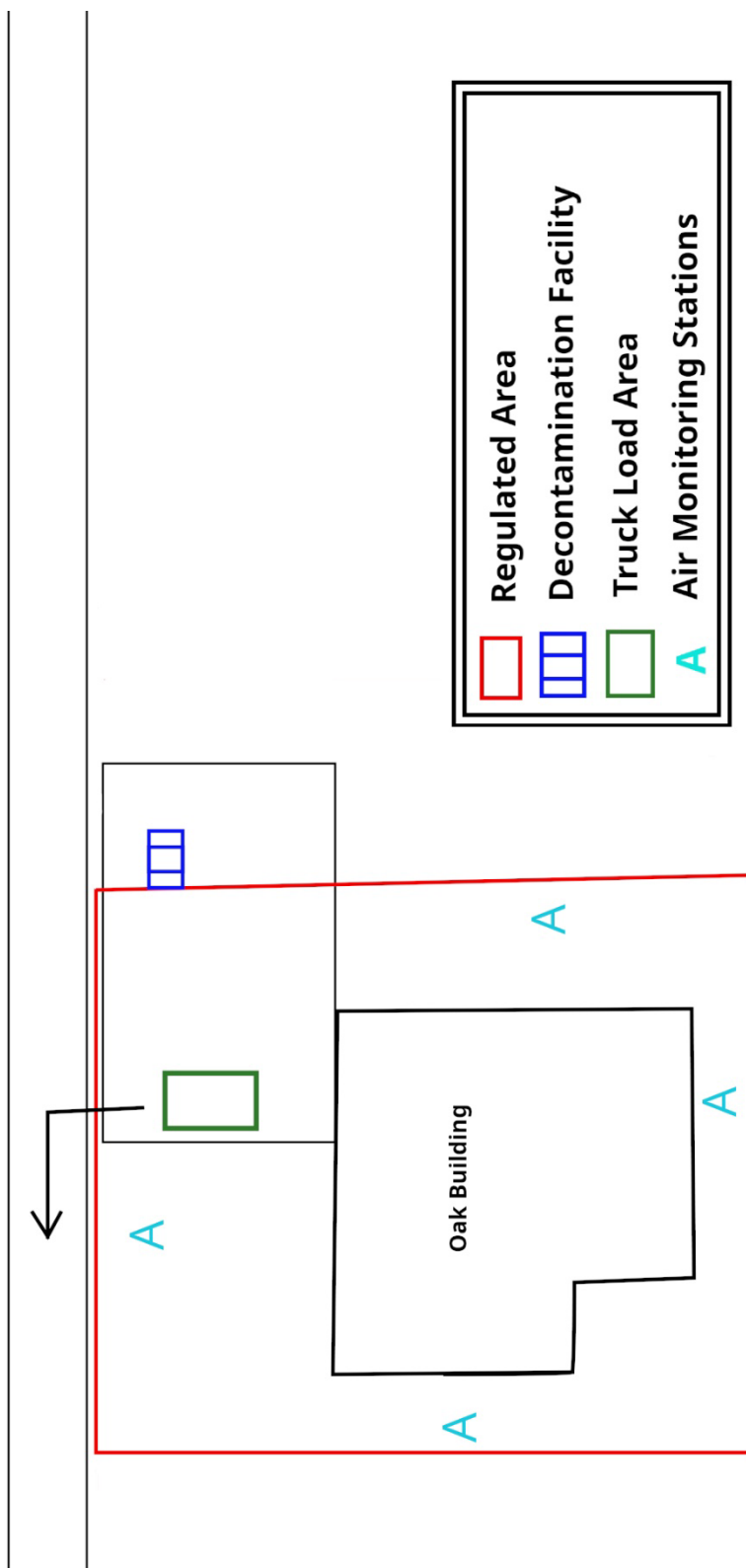


Figure 4

Oak Building Site Map



4.0 ABATEMENT METHODS

The following procedures must be performed after the pre-abatement procedures presented in Section 3.0 are completed.

Abatement

1. In the basement of the “Hillside Building”, the abatement contractor shall remove TSI via glovebag methods, up a safe distance from the entrance of the steam tunnels.
2. Each waste component will be labeled with the following information printed in letters of sufficient size and contrast so as to be readily visible and legible:

**DANGER CONTAINS ASBESTOS FIBERS MAY CAUSE
CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE
DUST AVOID CREATING DUST**

3. Wet cleaning will be used to decontaminate the abated areas of the entrance to the tunnels, until free of visible debris.
4. Next, the project monitor shall perform a visual inspection of the tunnel entrances.
 - a. **The standard shall be no visible debris.**
5. Live Load: All building materials/debris situated within the regulated areas are to be assumed to be asbestos contaminated and removed and disposed of as asbestos waste.
6. The Designated Abatement Contractor shall patrol and rake out any existing debris surrounding the structure, within the regulated area. Care will be taken not to allow any debris to become ground into the soil during this process.
7. All debris will be live loaded into double lined trailers within the regulated area.
8. **There will be no visible emissions during asbestos abatement activities.**
 - a. If visible emissions are observed, work will stop, MassDEP will be immediately contacted, and controls will be implemented to eliminate visible emissions.
9. Care will be taken not to allow any debris to become ground into the soil during this process.
 - a. Should debris be discovered ground into the soil, a minimum of 2” of soil will be removed and disposed of as ACWM. If additional debris is then observed, soil removal will continue in increments of at least 2” until no visible debris is observed.
 - b. Next, the Designated Project Monitor will perform a visual inspection of the site. Five bulk composite soil samples (5 discreet samples collected from a 10' grid and composited) will be taken and analyzed for the presence of asbestos. If bulk sample results in a positive test for additional asbestos, removal methods will resume in increments of 2” of soil removed and tested, until bulk samples return in a negative result.
10. The Designated Project Monitor will inspect each truck and trailer prior to its departure for the presence of PACM debris. **The standard shall be to no visible debris.**
 - a. Should PACM be detected, the truck and trailer shall be decontaminated using wet-wiping and HEPA-vacuuming until the Designated Project Monitor clears it for departure. Any material left on-site to be removed the following day shall be wetted, covered, and demarcated with asbestos warning signs.
11. Truck weights will be checked before leaving the site
12. Following abatement activities, HEPA vacuuming or wet cleaning must be used to decontaminate the work area and any equipment used in the work operation.
13. The MassDLS licensed project monitor will complete a final visual inspection prior to tear down and loadout activities.
 - a. **Visual clearance shall be to the standard of no visible debris.**

14. Following the project monitor’s final visual inspection, MassDEP may choose to conduct a post-abatement visual inspection. A minimum of 24 hrs notice must be given to schedule this inspection.
15. The procedures described in this section, steps 8 through 12 shall be repeated until criteria for visual clearance have been met.
16. Until these conditions are achieved all work area barriers shall remain in place, respirators and other personal protective equipment shall be worn and all other work practice controls shall remain in effect.

5.0 Transportation and Disposal

NOTE: Truck weights will be checked before leaving the site.

- ACWM shall be transported directly from the site to the landfill. All ACWM removed from each containment must be handled and disposed of in conformance with EPA NESHAPS Regulations at 40 CFR Part 61 and Massachusetts Department of Environmental Protection (DEP) Regulations 310 CMR 7.00, 18.00 and 19.00. Only ACWM which has been properly containerized shall be transported from the point of generation.
- Transport shall be in covered locked and secured vehicles and locked containers. Transportation of ACWM shall be in conformance with EPA NESHAP Regulations at 40 CFR Part 61 and applicable standards of the US Department of Transportation, OSHA and the Massachusetts Department of Environmental Protection.
 - A WSR (Waste Shipment Record) must be generated each time ACWM leaves the Site.
 - A copy of the WSR must be submitted to MassDEP on the same day the ACWM leaves the Site.
 - A fully completed WSR from the landfill shall be submitted to MassDEP within 30 days of arrival of the waste at the landfill.
 - All loaded trucks will be required to get a certified scale ticket prior to arrival to Minerva Landfill. A copy of the Minerva scale ticket for each load will be attached to the fully executed manifest when returned to SMS Enterprises.

Transportation Company	Landfill
EA Logistic Services, Inc. 106 Egerton Rd. Langhorn, PA 19047	Minerva Enterprises 9000 Minerva Rd. Waynesburg, OH. 44688

Appendix



All State Abatement Professionals, Inc.

4 Wilder Drive, Suite 12
Plaistow, NH 03865

866-565-ASAP
Fax: 603-378-0610

ASBESTOS SURVEY



**Boulder Building
75 North Drive
Westborough, MA 01581**

Prepared for:

**Mass Tech
75 North Drive
Attn: Mauricio Ramirez
Westborough, MA 01581**

NOTE: Given the advanced deterioration and decay, the use of traditional abatement methods has proven to be both unsafe and impractical for contractors tasked with the scope of work. We strongly recommend engaging a Certified Industrial hygienist/project designer to develop a non-traditional abatement plan to address necessary safety measures.

Prepared by:

**All State Abatement Professionals, Inc.
Joseph R. Curley**

ASBESTOS INSPECTION

PROJECT:
PROJECT ADDRESS: 75 North Drive - Boulder Building
Westborough, MA 01581

INSPECTION DATE:

INSPECTED BY: JOSEPH R. CURLEY
MA CERTIFICATION #: AI900857
NH CERTIFICATION #: AI000460
JOB #: 25-015

REPORT DATE: 3/11/2025

REPORT REQUESTED BY: Mass Teck
Attn: Mauricio Ramirez
75 North Drive
Westborough, MA 01581
Phone: 617-817-8683
Email: Ramirez@masstech.org

PURPOSE:

The enclosed limited inspection is to thoroughly inspect the above stated property, where demolition and/or renovations will occur, for the presence of asbestos, including Category I and Category II non-friable ACM in accordance with the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Standard for Demolition and Renovation as described in 40 CFR Part 61.145 (a).

INSPECTION OVERVIEW

The property is a Commercial Red Brick building that has a basement and 3 floors totaling approximately 11,400 square feet.

Interior of this building has 3 floors which has collapsed and is considered "UNSAFE" for entry. We must assume there is "Suspect Asbestos Containing Materials" that could not be collected for safety purposes.

This inspection focused on, but was not limited to, the following suspect asbestos containing material (SACM).

Plaster Walls & Ceilings	Sheetrock/Joint Compound
Various Vinyl Flooring	Moisture Barrier Paper
Transite	Various Asphalt Roofing Material
Mastic Sealants	Window Glazing/Caulking
Insulation Materials	Sprayed/Troweled on Material

SAMPLING

Samples of suspect asbestos containing material (SACM) were collected in accordance with the EPA NESHAP Standard for Demolition and Renovation as described in 40 CFR Part 61.145. Samples were labeled, placed in leak-tight containers and recorded on a "Chain of Custody" (See Appendix A). The Chain of Custody includes the date collected, the location where the sample was taken and the color of the material. The samples were delivered to Optimum Analytical & Consulting, LLC in Salem, NH for analysis and logged in with the date and time the samples were received by the laboratory technician from the inspector.

ANALYSIS

All samples were analyzed by Polarized Light Microscopy (PLM) Bulk Asbestos Analysis in accordance with ERA 600/M4-82-1020 per CFR 763 (NVLAP# 102079-0).

RESULTS

Sampling results are described in two categories: “Friable Asbestos Containing Material” and “Category I and Category II Non-friable Asbestos Containing Material” that is determined to contain equal to or greater than 1% asbestos.

Samples are identified by the following asbestos types:

1. **Thermal System Insulation (TSI)** which includes any and all material used for heat/cold control, i.e. pipe insulation, boiler or tank insulation, breech insulation, etc.
2. **Surfacing Material (SFM)** which includes any and all sprayed-on or troweled-on material, i.e., spray-on insulation, textured paint, stucco, joint compounds, mastics, etc.
3. **Miscellaneous Material (MM)** which includes vinyl floor tiles, vinyl sheet goods, duct wrap insulation, wallboard, cementitious materials including transite panels, roofing, etc.

Sample results are reported by sample number, location, sample description, sample color, type of asbestos and % of asbestos content of the homogeneous material represented by the sample. Twenty-seven (27) samples were collected and Twenty-seven (27) samples were analyzed.

SUMMARY OF SUSPECT ASBESTOS CONTAINING MATERIAL (SACM)

Table 1 – Asbestos Containing Material (ACM)

Sample #	Location	Description	Color	% Asbestos	Quantities
B-A4b	Basement	Joint Compound	Off White	2%	3600+/- Sheetrock & Joint collapse. is in debris from collapse
B-A5	Basement	Boiler Insulation	Gray	75%	300SF as noted in B-A6
B-A7	Basement	Window Glazing	Beige	2%	All windows as noted in B-A8
B-A6	BASEMENT	BOILER INSULATION	Gray	75%	300SF +/-
B-A8	BASEMENT	WINDOW GLAING	BEIGE	2%	All windows. 75 Units
B-A12A	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	FLOOR TILE	BROWN	5%	145SF +/-
B-A13A	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	FLOOR TILE	BROWN	5%	145SF +/-

B-A16A	STAIRWELL BETWEEN 2 ND & 3 RD FLOOR ROOM	FLOOR TILE	BROWN	5%	145SF +/-
B-A17A	STAIRWELL BETWEEN 2 ND & 3 RD FLOOR ROOM	FLOOR TILE	BROWN	5%	145SF +/-
B-A18	3 RD FLOOR STAIRWELL 8 OVER 2 EXTERIOR WINDOW	WINDOW GLAZING	BEIGE	2%	All windows as noted in B-A8
	ROOFING MATERIALS			ASSUME POSITIVE	9000SF
	PIPE INSULATION			ASSUME POSITIVE	May be contained in walls

Table 2 – No Asbestos Detected (NAD)

Sample #	Location	Description
B-A1A	BASEMENT	PLASTER SKIM COAT
B-A1B	BASEMENT	GRAY COAT
B-A2	BASEMENT	CEILING TILE
B-A3	BASEMENT	CEILING TILE
B-A4A	BASEMENT	SHEETROCK
B-A9A	1 ST FLOOR	PLASTER SKIM COAT
B-A9B	1 ST FLOOR	GRAY COAT
B-A10	1 ST FLOOR	CEILING TILE
B-A11	1 ST FLOOR	WALLBOARD
B-A12B	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	MASTIC
B-A13B	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	MASTIC
B-A14	2 ND FLOOR 2 OVER 2 EXTERIOR DOUBLE HUNG WINDOW	WINDOW GLAZING
B-A15	2 ND FLOOR HALLWAY WALL	WALLBOARD
B-A16	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	MASTIC
B-A17B	STAIRWELL BETWEEN 1 ST & 2 ND FLOOR ROOM	MASTIC
B-A19A	3 RD FLOOR STAIRWELL WALL/CEILING	PLASTER SKIM COAT
B-A19B	3 RD FLOOR STAIRWELL WALL/CEILING	GRAY COAT

Table 3 – Lead Analysis In Paint

Sample #	Location	Result	Pass/Fail
B-L1	TOP FLOOR	27.5	FAIL
B-L2	2 ND FLOOR	0.771	FAIL
B-L3	1 ST FLOOR	0.583	FAIL

B-L4	BASEMENT	5.95	FAIL
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ATTACHED ARE PICTURES OF SAMPLED MATERIALS...



B-A1



B-A2



B-A3



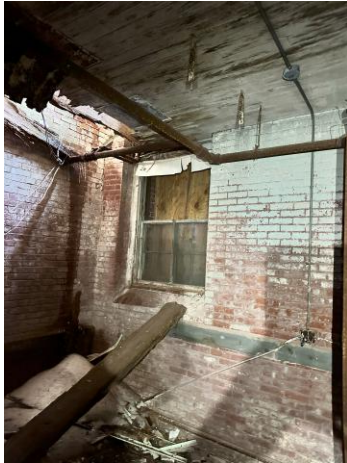
B-A4



B-A5 B-A6



B-A7



B-A7(1)



B-A8



B-A9



B-A10



B-A12 B-A13



B-A14



B-A15



B-A16 B-A17



B-A18



B-A19



B-L1



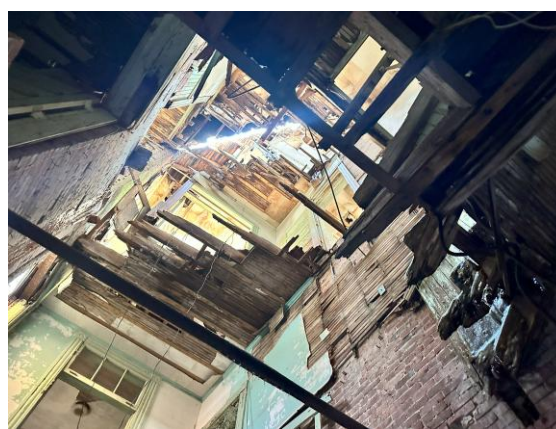
B-L2



B-L3



B-L4



BASEMENT VIEW OF ABOVE FLOOR COLLAPSE

SURVEY LIMITATIONS

This Asbestos Survey was conducted with the intent that all suspect asbestos building materials be discovered as best as could be expected without actual demolition of the buildings. Many walls, ceilings, and floors were opened up (broken open) during the survey to discover the nature of construction and materials used. It is

recommended that during asbestos abatement and or renovation/demolition and onsite Asbestos Inspector be present to ensure that if any undiscovered suspect asbestos building materials arise, they be addressed appropriately. ASAP is not responsible for inaccessible or hidden building materials. This survey did not include: Soils, underground utilities, drainage systems, inaccessible spaces, inaccessible crawl spaces and inaccessible foundations.

Please feel free to contact me with any questions or for clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R. Curley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph R. Curley
Asbestos Inspector



All State Abatement Professionals, Inc.

4 Wilder Drive, Suite 12
Plaistow, NH 03865

866-565-**ASAP**
Fax: 603-378-0610

ASBESTOS SURVEY



**Hillside Building
75 North Drive
Westborough, MA 01581**

Prepared for:

**Mass Tech
75 North Drive
Attn: Mauricio Ramirez
Westborough, MA 01581**

NOTE: Given the advanced deterioration and decay, the use of traditional abatement methods has proven to be both unsafe and impractical for contractors tasked with the scope of work. We strongly recommend engaging a Certified Industrial hygienist/project designer to develop a non-traditional abatement plan to address necessary safety measures.

Prepared by:

**All State Abatement Professionals, Inc.
Joseph R. Curley**

ASBESTOS INSPECTION

PROJECT:
PROJECT ADDRESS: Hillside Building 75 North Drive
Westborough, MA 01581

INSPECTION DATE:

INSPECTED BY: JOSEPH R. CURLEY
MA CERTIFICATION #: AI900857
NH CERTIFICATION #: AI000460
JOB #: 25-015

REPORT DATE: 3/11/2025

REPORT REQUESTED BY: Mass Tech
Attn: Mauricio Ramirez
75 North Drive
Westborough, MA 01581
Phone: 617-817-8683

Email: Ramirez@masstech.org

PURPOSE:

The enclosed limited inspection is to thoroughly inspect the above stated property, where demolition and/or renovations will occur, for the presence of asbestos, including Category I and Category II non-friable ACM in accordance with the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Standard for Demolition and Renovation as described in 40 CFR Part 61.145 (a).

INSPECTION OVERVIEW

The property is a Commercial Red Brick building that has a basement and 3 floors totaling approximately 11,424 square feet.

Interior of this building has 3 floors has floor decay throughout, partial floor collapse and roof cave-ins and are considered "UNSAFE" for entry. We must assume there is "Suspect Asbestos Containing Materials" that could not be collected for safety purposes.

This inspection focused on, but was not limited to, the following suspect asbestos containing material (SACM).

Plaster Walls & Ceilings	Sheetrock/Joint Compound
Various Vinyl Flooring	Moisture Barrier Paper
Transite	Various Asphalt Roofing Material
Mastic Sealants	Window Glazing/Caulking
Insulation Materials	Sprayed/Troweled on Material

SAMPLING

Samples of suspect asbestos containing material (SACM) were collected in accordance with the EPA NESHAP Standard for Demolition and Renovation as described in 40 CFR Part 61.145. Samples were labeled, placed in leak-tight containers and recorded on a "Chain of Custody" (See Appendix A). The Chain of Custody includes the date collected, the location where the sample was taken and the color of the material. The samples were delivered to Optimum Analytical & Consulting, LLC in Salem, NH for

analysis and logged in with the date and time the samples were received by the laboratory technician from the inspector.

ANALYSIS

All samples were analyzed by Polarized Light Microscopy (PLM) Bulk Asbestos Analysis in accordance with ERA 600/M4-82-1020 per CFR 763 (NVLAP# 102079-0).

RESULTS

Sampling results are described in two categories: “Friable Asbestos Containing Material” and “Category I and Category II Non-friable Asbestos Containing Material” that is determined to contain equal to or greater than 1% asbestos.

Samples are identified by the following asbestos types:

1. **Thermal System Insulation (TSI)** which includes any and all material used for heat/cold control, i.e. pipe insulation, boiler or tank insulation, breech insulation, etc.
2. **Surfacing Material (SFM)** which includes any and all sprayed-on or troweled-on material, i.e., spray-on insulation, textured paint, stucco, joint compounds, mastics, etc.
3. **Miscellaneous Material (MM)** which includes vinyl floor tiles, vinyl sheet goods, duct wrap insulation, wallboard, cementitious materials including transite panels, roofing, etc.

Sample results are reported by sample number, location, sample description, sample color, type of asbestos and % of asbestos content of the homogeneous material represented by the sample. Thirty-five (35) samples were collected and Thirty-five (35) samples were analyzed.

SUMMARY OF SUSPECT ASBESTOS CONTAINING MATERIAL (SACM)

Table 1 – Asbestos Containing Material (ACM)

Sample #	Location	Description	Color	% Asbestos	Quantities	Debris
H-A1	BASEMENT	PIPE INSULATION	WHITE	62%	500LF	4400SF
H-A2	BASEMENT	PIPE INSULATION	WHITE	62%	500LF	4400SF
H-A3	BASEMENT	PIPE INSULATION	WHITE	62%	500LF	4400SF
H-A6	BASEMENT 2 OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING		2%	All windows 70 units as noted in H- A15	
H-A11B	IN REAR DINING ROOM/ROOM WITH SCALE	BACKING	GRAY	2%	1,300SF	
H-A13B	KITCHEN	BACKING	GRAY	TRACE	1,300SF	
H-A15	2 ND FLOOR EXTERIOR 2 OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING	WHITE	2%	All windows 70 units	
H-A16	2 ND FLOOR INTERIOR A VOVE DOOR TO ROOM	WINDOW GLAZING	WHITE	2%	2,250LF All windows as noted in H-A15	

H-A17	2 ND FLOOR INTERIOR ABOVE DOOR TO ROOM	WINDOW GLAZING	WHITE	2%	All windows as noted in H-A15	
H-A23	3 RD FLOOR 2 OVER 2 DOUBLE HUNG EXTERIOR WINDOW	WINDOW GLAZING	BROWN	2%	All windows as noted in H-A15	
	ROOF MATERIALS			ASSUME POSITIVE		
	TUNNEL PIPE INSULATION			ASSUME POSITIVE	2250LF	
	ALL PIPE INSULATION			ASSUME POSITIVE	May be contained in walls	

Table 2 – No Asbestos Detected (NAD)

Sample #	Location	Description
H-A4A	BASEMENT BATHROOM	CERAMIC TILE
H-A4B	BASEMENT BATHROOM	GROUT LAYER 1
H-A4B	BASEMENT BATHROOM	MORTAR LAYER 2
H-A4C	BASEMENT BATHROOM	PLASTER
H-A5A	BASEMENT BATHROOM	CERAMIC TILE
H-A5B	BASEMENT BATHROOM	GROUT LAYER 1
H-A5B	BASEMENT BATHROOM	MORTAR LAYER 2
H-A5C	BASEMENT BATHROOM	PLASTER
H-A7	1 ST FLOOR CEILING	CEILING TILE
H-A8	1 ST FLOOR CEILING	CEILING TILE
H-A9	1ST FLOOR EXTERIOR WINDOW 2 OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING
H-A10	1 ST FLOOR WALL/CEILING	PLASTER SKIM COAT
H-A10B	1 ST FLOOR WALL/CEILING	ROUGH COAT PLASTER
H-A11A	IN REAR DINING ROOM/ROOM WITH SCALE	LINOLEUM
H-A12A	IN CLOSET REAR DINING ROOM/ROOM WITH SCALE	LINOLEUM
H-A12B	IN CLOSET REAR DINING ROOM/ROOM WITH SCALE	BACKING
H-A13A	KITCHEN	LINOLEUM
H-A14A	2 ND FLOOR IN REAR ROOM	LINOLEUM
H-A14B	2 ND FLOOR IN REAR ROOM	BACKING
H-A18A	2 ND FLOOR WALL/CEILING	SKIM COAT PLASTER
H-A18B	2 ND FLOOR WALL/CEILING	ROUGH COAT
H-A19A	2 ND FLOOR	SHEETROCK
H-A19B	2 ND FLOOR	JOINT COMPOUND
H-A20	2 ND FLOOR	PAPER
H-A21	2 ND FLOOR	PAPER
H-A22A	3 RD FLOOR WALL/CEILING	SKIM COAT PLASTER
H-A22B	3 RD FLOOR WALL/CEILING	ROUGH COAT

Table 3 – Lead Analysis In Paint

Sample #	Location	Result	Pass/Fail
H-L1	TOP FLOOR	3.315	FAIL
H-L2	2 ND FLOOR	8.367	FAIL
H-L3	1 ST FLOOR	3.204	FAIL
H-L4	BASEMENT	0.858	FAIL

ATTACHED ARE PICTURES OF SAMPLED MATERIALS...



H-A1



H-A2



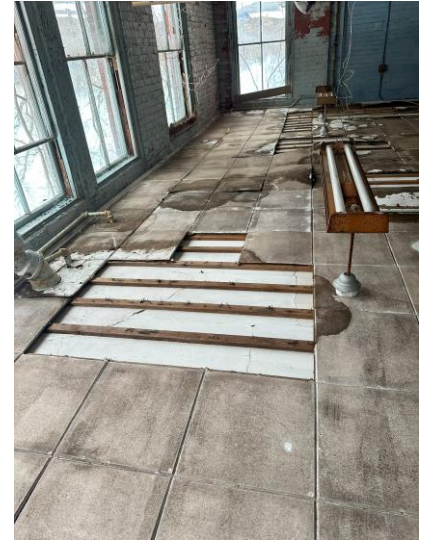
H-A4A_H-A4B_H-A4C



H-A5A_H-A5B_H-A5C



H-A6



H-A7



H-A8



H-A9



H-A10A_H-A10B



H-A11A_H-A11B



H-A12A_H-A12B



H-A13A_H-A13B



H-A13A_H-A13B (2)



H-A14A_H-A14B



H-A15



H-A16



H-A17



H-A18A_H-A18B



H-A19A_H-A19B



H-A20



H-A21



H-A22A_H-A22B



BASEMENT PIPE INSULATION



BASEMENT PIPE INSULATION



BASEMENT PIPE INSULATION DEBRIS



BASEMENT PIPE INSULATION AND DEBRIS



BASEMENT BATHROOM PLASTER PIPE INSULATION THROUGHOUT



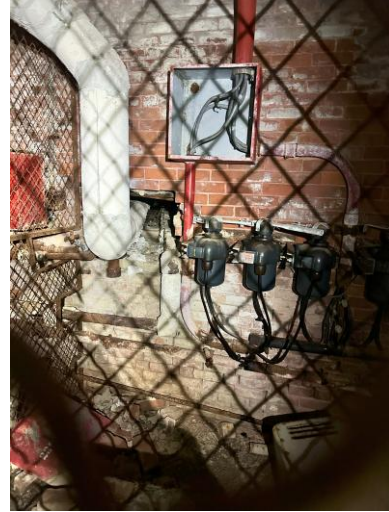
PIPE DEBRIS IN BASEMENT BATHROOM



1 TUNNEL



2 TUNNEL



3 TUNNEL

ALL TUNNELS CONTAIN PIPE INSULATION AND PIPE INSULATION DEBRIS



H-L1



H-L2



H-L3



H-L4

SURVEY LIMITATIONS

This Asbestos Survey was conducted with the intent that all suspect asbestos building materials be discovered as best as could be expected without actual demolition of the buildings. Many walls, ceilings, and floors were opened up (broken open) during the survey to discover the nature of construction and materials used. It is recommended that during asbestos abatement and or renovation/demolition and onsite Asbestos Inspector be present to ensure that if any undiscovered suspect asbestos building materials arise, they be addressed appropriately. ASAP is not responsible for inaccessible or hidden building materials. This survey did not include: Soils, underground utilities, drainage systems, inaccessible spaces, inaccessible crawl spaces and inaccessible foundations.

Please feel free to contact me with any questions or for clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R. Curley".

Joseph R. Curley

Asbestos Inspector



All State Abatement Professionals, Inc.

4 Wilder Drive, Suite 12
Plaistow, NH 03865

866-565-**ASAP**
Fax: 603-378-0610

ASBESTOS SURVEY



**Oak Building
75 North Drive
Westborough, MA 01581**

Prepared for:

**Mass Tech
75 North Drive
Attn: Mauricio Ramirez
Westborough, MA 01581**

NOTE: Given the advanced deterioration and decay, the use of traditional abatement methods has proven to be both unsafe and impractical for contractors tasked with the scope of work. We strongly recommend engaging a Certified Industrial hygienist/project designer to develop a non-traditional abatement plan to address necessary safety measures.

Prepared by:

**All State Abatement Professionals, Inc.
Joseph R. Curley**

ASBESTOS INSPECTION

PROJECT:
PROJECT ADDRESS: Oak Building 75 North Drive
Westborough, MA 01581

INSPECTION DATE:

INSPECTED BY: JOSEPH R. CURLEY
MA CERTIFICATION #: AI900857
NH CERTIFICATION #: AI000460
JOB #: 25-015

REPORT DATE: 3/11/2025

REPORT REQUESTED BY: Mass Tech
Attn: Mauricio Ramirez
75 North Drive
Westborough, MA 01581
Phone: 617-817-8683

Email: Ramirez@masstech.org

PURPOSE:

The enclosed limited inspection is to thoroughly inspect the above stated property, where demolition and/or renovations will occur, for the presence of asbestos, including Category I and Category II non-friable ACM in accordance with the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Standard for Demolition and Renovation as described in 40 CFR Part 61.145 (a).

INSPECTION OVERVIEW

The property is a Commercial Red Brick building that has a basement and 3 floors totaling approximately 12,099 square feet.

Interior Kitchen corner of this building, the floors have rotted on all levels with partial roof cave-in. We must assume there is "Suspect Asbestos Containing Materials" that could not be collected for safety purposes.

This inspection focused on, but was not limited to, the following suspect asbestos containing material (SACM).

Plaster Walls & Ceilings	Sheetrock/Joint Compound
Various Vinyl Flooring	Moisture Barrier Paper
Transite	Various Asphalt Roofing Material
Mastic Sealants	Window Glazing/Caulking
Insulation Materials	Sprayed/Troweled on Material

SAMPLING

Samples of suspect asbestos containing material (SACM) were collected in accordance with the EPA NESHAP Standard for Demolition and Renovation as described in 40 CFR Part 61.145. Samples were labeled, placed in leak-tight containers and recorded on a "Chain of Custody" (See Appendix A). The Chain of Custody includes the date collected, the location where the sample was taken and the color of the material. The samples were delivered to Optimum Analytical & Consulting, LLC in Salem, NH for

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RESULTS

Sampling results are described in two categories: “Friable Asbestos Containing Material” and “Category I and Category II Non-friable Asbestos Containing Material” that is determined to contain equal to or greater than 1% asbestos.

Samples are identified by the following asbestos types:

1. **Thermal System Insulation (TSI)** which includes any and all material used for heat/cold control, i.e. pipe insulation, boiler or tank insulation, breech insulation, etc.
2. **Surfacing Material (SFM)** which includes any and all sprayed-on or troweled-on material, i.e., spray-on insulation, textured paint, stucco, joint compounds, mastics, etc.
3. **Miscellaneous Material (MM)** which includes vinyl floor tiles, vinyl sheet goods, duct wrap insulation, wallboard, cementitious materials including transite panels, roofing, etc.

Sample results are reported by sample number, location, sample description, sample color, type of asbestos and % of asbestos content of the homogeneous material represented by the sample. Twenty-eight (28) samples were collected and Twenty-eight (28) samples were analyzed.

SUMMARY OF SUSPECT ASBESTOS CONTAINING MATERIAL (SACM)

Table 1 – Asbestos Containing Material (ACM)

Sample #	Location	Description	Color	% Asbestos	Quantities	Debris
O-A4	BASEMENT ON PIPE/DEBRIS ON FLOOR	PIPE INSULATION	WHITE	35%	4,900 SF Whole Basement	
O-A5	BASEMENT ON PIPE/DEBRIS ON FLOOR	PIPE INSULATION	WHITE	35%	4,900SF Whole Basement	
O-A8A	1ST FLOOR DEBRIS ON FLOOR OUTER LAYER	PIPE INSULATION	BROWN	8%	30LF	300SF on floors
O-A8B	1 ST FLOOR DEBRIS ON FLOOR OUTER LAYER	INNER LAYER	BLACK	2%	30LF	300SF on floors
O-A17	3 RD FLOOR EXTERIOR ROUND OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING	BEIGE	3%	All windows 80 Units	
O-A18	3 RD FLOOR EXTERIOR ROUND OVER 2	WINDOW GLAZING	BEIGE	3%	All windows 80 Units as	

	DOUBLE HUNG WINDOW				noted on O-A17	
	ROOF MATERIALS			ASSUME POSITIVE	5000SF	
	ALL PIPE INSULATION			ASSUME POSITIVE	Pipe may be contained in walls	

Table 2 – No Asbestos Detected (NAD)

Sample #	Location	Description
O-A1A	BASEMENT WALL/CEILING	PLASTER SKIM COAT
O-A1B	BASEMENT WALL/CEILING	GRAY COAT
O-A2A	BASEMENT BATHROOM WALL	CERAMIC TILE MUDSET
O-A2B	BASEMENT BATHROOM WALL	GROUT
O-A2C	BASEMENT BATHROOM WALL	PLASTER
O-A3A	BASEMENT BATHROOM WALL	CERAMIC TILE MUDSET
O-A3B	BASEMENT BATHROOM WALL	GROUT
O-A3C	BASEMENT BATHROOM WALL	PLASTER
O-A6	BASEMENT EXTERIOR 2 OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING
O-A7A	1 ST FLOOR WALL/CEILING	PLASTER SKIM COAT
O-A7B	1 ST FLOOR WALL/CEILING	GRAY COAT
O-A9A	1 ST FLOOR FRONT FIREPLACE	CERAMIC TILE MUDSET
O-A9B	1 ST FLOOR FRONT FIREPLACE	GROUT
O-A10	1 ST FLOOR EXTERIOR 3 OVER 3 DOUBLE HUNG WINDOW	WINDOW GLAZING
O-A11	1 ST FLOOR EXTERIOR 3 OVER 3 DOUBLE HUNG WINDOW	WINDOW GLAZING
O-A12A	2 ND FLOOR WALL/CEILING	PLASTER SKIM COAT
O-A12	2 ND FLOOR WALL/CEILING	GRAY COAT
O-A13	2 ND FLOOR EXTERIOR 2 OVER 2 DOUBLE HUNG WINDOW	WINDOW GLAZING
O-A14	2 ND FLOOR	WALLBOARD
O-A15	2 ND FLOOR	WALLBOARD
O-A16A	3 RD FLOOR WALL/CEILING	PLASTER SKIM COAT
O-A16B	3 RD FLOOR WALL/CEILING	GRAY COAT

Table 3 – Lead Analysis In Paint

Sample #	Location	Result	Pass/Fail
O-L1	TOP FLOOR	26.293	FAIL
O-L2	2ND FLOOR	24.283	FAIL
O-L3	1ST FLOOR	31.118	FAIL
O-L4	BASEMENT	17.645	FAIL

ATTACHED ARE PICTURES OF SAMPLED MATERIALS...



O-A1A_O-A1B



O-A2_O-A3



O-A4



O-A5



O-A6



O-A7A_O-A7B



O-A8A_O-A8B



O-A9A_O-A9B



O-A10



O-A11



O-A12A_O-A12B



O-A14



O-A15



O-A16A_O-A16B



O-A17



O-A18



BASEMENT PIPE INSULATION



BASEMENT BATHROOM PLASTER PIPE INSULATION THROUGHOUT

SURVEY LIMITATIONS

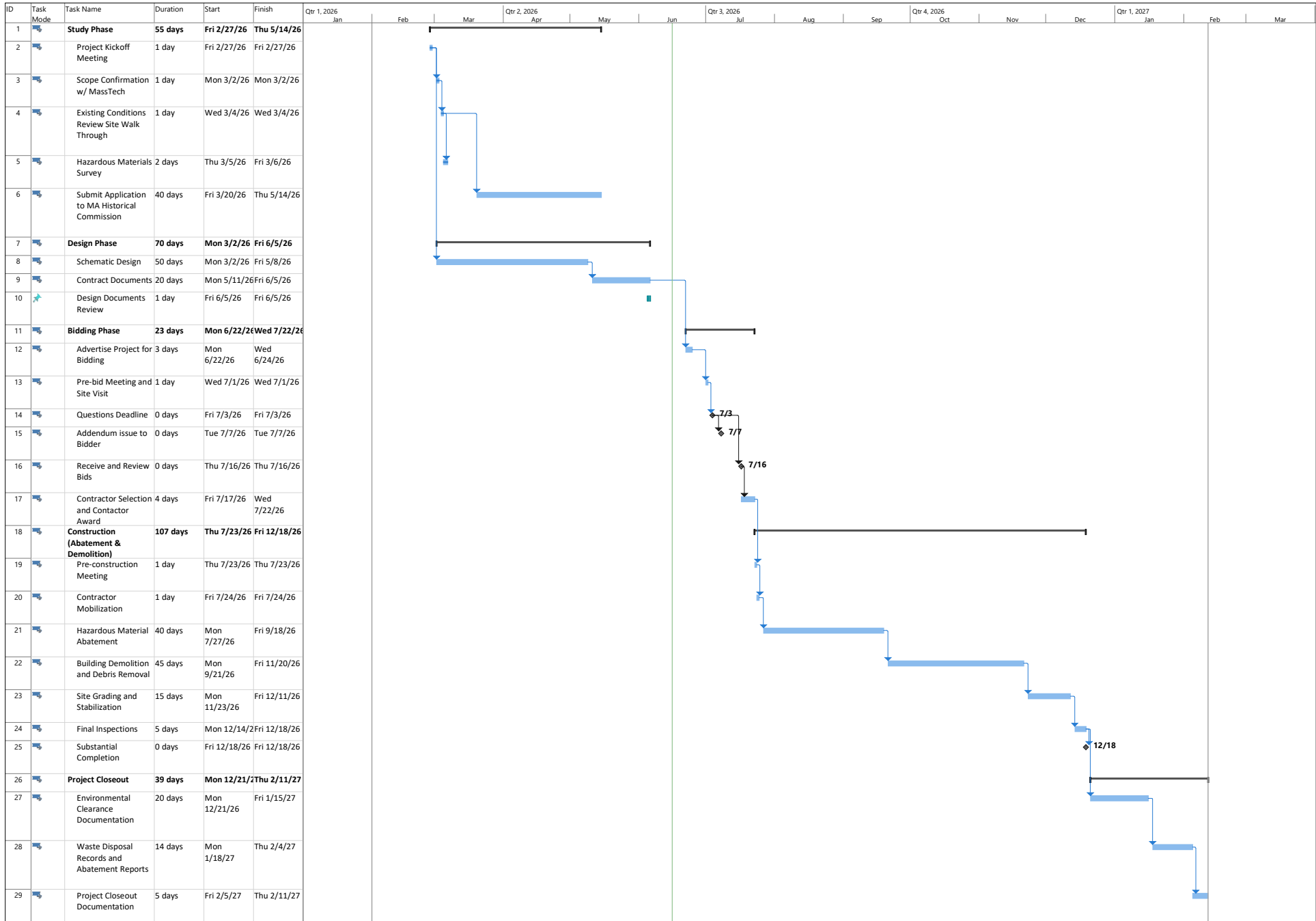
This Asbestos Survey was conducted with the intent that all suspect asbestos building materials be discovered as best as could be expected without actual demolition of the buildings. Many walls, ceilings, and floors were opened up (broken open) during the survey to discover the nature of construction and materials used. It is recommended that during asbestos abatement and or renovation/demolition and onsite Asbestos Inspector be present to ensure that if any undiscovered suspect asbestos building materials arise, they be addressed appropriately. ASAP is not responsible for inaccessible or hidden building materials. This survey did not include: Soils, underground utilities, drainage systems, inaccessible spaces, inaccessible crawl spaces and inaccessible foundations.

Please feel free to contact me with any questions or for clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R. Curley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph R. Curley
Asbestos Inspector



Project: Draft Schedule
Date: Tue 6/16/26

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

Page 1

**DEMOLITION AND ABATEMENT SERVICES AGREEMENT
BETWEEN MASSACHUSETTS TECHNOLOGY COLLABORATIVE
AND
[CONTRACTOR]**

This Demolition and Abatement Services Agreement (as amended from time to time, the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("Owner"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and [NAME], with a principal place of business at [ADDRESS] ("Contractor").

Whereas, Owner desires to retain Contractor to render certain services to Owner (the "Work"), and Contractor desires to be so retained by Owner and to perform the Work, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination:**

- a) **Term:** This Agreement shall take effect as of [START DATE] (the "Effective Date") and shall remain in effect until [END DATE] (the "Term").
- b) **Termination or Suspension Procedures:** This Agreement will terminate on the date specified above, unless amended to extend the term hereof, or unless earlier terminated or suspended as provided below.
 - i) **Immediate Termination or Suspension - Bankruptcy, Fraud or Material Breach:** This Agreement shall terminate automatically, without further action by either party, in the event of a bankruptcy, receivership or insolvency filing by or against Contractor or the commission by either party of any action constituting fraud on the part of such party in its dealings with the other party or with the Commonwealth. This Agreement shall terminate (or, at the election of the notifying party, be suspended) immediately upon receipt by a party of written notice of termination (or suspension) from the other party in the event of such party's material breach of the provisions of this Agreement. The notice shall identify the relevant Section(s) of this Agreement breached by the other party and the nature of such breach. If a party notified of suspension hereunder cures the breach referenced in the notice to the reasonable satisfaction of the notifying party within fifteen (15) days (or such greater or lesser number of days as is specified by the notifying party in said notice) of receipt of such notice, this Agreement shall automatically be reinstated and shall be in full force and effect as if the notice had not been issued; if not, this Agreement shall thereupon automatically terminate, without further action by either party, on such date.

- ii) *Cure Period for Breach:* In the event Contractor breaches any of its representations, warranties or covenants or any other provision of this Agreement, Owner may, at its option and in lieu of or after declaring this Agreement immediately suspended or terminated under the immediately preceding clause, provide Contractor with written notice of the opportunity to cure such breach. If Contractor cures the particular breach within fifteen (15) business days (or such greater or lesser number of days as is specified by Owner in said notice) of the receipt by Contractor of such notice, this Agreement shall continue in full force and effect as if the notice had not been issued. If Contractor fails to cure such breach within such cure period, this Agreement shall thereupon automatically terminate. If Owner materially breaches this Agreement and fails to cure within fifteen (15) business days, Contractor may suspend Work or terminate and recover demobilization and standby costs.
- iii) *Termination With Cause:* Upon termination of the Agreement by Owner with cause, Owner may without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, machinery and vehicles on the project site, and all materials intended for the project, wherever stored, and finish the Work by whatever method Owner may deem expedient. Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by Owner on account of the Contractor's default, including without limitation additional services and expenses of the Owner Project Manager (if such was utilized by Owner for work hereunder) made necessary thereby. Owner shall be entitled to hold all amounts due Contractor at the date of termination until all of Owner's damages have been established, and to apply such amounts to such damages. To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the work, Contractor shall pay such excess to Owner, and this obligation for payment shall survive the termination of the Agreement. Such costs incurred by Owner will be determined by Owner and confirmed by the Owner Project Manager.
- iv) *Suspension by Owner for Convenience:* Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine. The Project Fee as set forth in Attachment B and Contract Term shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in this subsection. Compensation for suspension shall consist of commercially reasonable: standby labor and equipment costs, extended general conditions, escalation costs, and reasonable overhead at Contract rates. Adjustment of the Project Fee shall include profit. No adjustment shall be made to the extent:- (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the

Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of the Agreement.

- v) *Change of Law or Loss of Available Funding:* Owner may terminate this Agreement at any time upon provision of written notice to Contractor in the event of the loss of availability of sufficient funding for the purposes of this Agreement, or in the event of an unforeseen public emergency or change of law mandating action by Owner which is inconsistent with performing its obligations under this Agreement or rendering further performance by Owner of its obligations hereunder impracticable or impossible.
- vi) *Stoppage of Work:* If the Work is stopped for a period of sixty days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because Owner has persistently failed to fulfill its obligations under the Agreement with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to Owner and Owner Project Manager, terminate the Agreement and recover from Owner payment for Work properly executed according to the Agreement and payment for costs directly related to the Work thereafter performed by the Contractor in terminating such Work, including reasonable demobilization and cancellation charges, provided such Work is authorized in advance by Owner.
- c) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:
 - i) *Obligations of Contractor:* (1) cease operations as directed in the written termination notice; (2) take necessary actions as directed by Owner in the written termination notice to protect and preserve the Work; (3) except for Work directed to be performed in the written termination notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (4) deliver to Owner a compendium of all documentation related to the Work.
 - ii) *Payment:* Contractor shall be paid for all requested and authorized Work described in scope of work or work order and executed up to and including the date of termination, as well as approved and committed but non-cancellable obligations.
 - iii) The provisions of Section 14 (Indemnification and Insurance), Section 15 (Performance Bond and Payment Bond), Section 18 (Conflicts of Interest), Section 19 (Record Keeping, Audit, and Inspection of Records), Section 21 (Publicity), Section 22 (Public Records), Section 23 (Claims and Disputes; Choice of Law and Forum; Equitable Relief), and Section 25 (Amendments and Waivers), and any other provisions which by their nature are intended to shall survive termination.

2. **Scope of Services:**

- a) Owner hereby retains Contractor to provide Work to Owner during the Term of this Agreement, and Contractor hereby accepts such engagement. Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of Owner and in accordance with the terms and conditions of this Agreement and acknowledges that Owner is relying upon such representation in entering into this Agreement. Contractor shall perform the scope of services as provided in the technical specifications contained in Attachment A.
 - b) This Agreement is awarded pursuant to and shall be performed in accordance with the applicable provisions of Massachusetts General Laws Chapter 149, Sections 44A through 44H, inclusive, as amended from time to time. The requirements of M.G.L. c.149, §§44A-44H, and all other applicable public construction laws are incorporated into this Agreement by reference as though fully set forth herein. In the event of any conflict between the terms of this Agreement and applicable statutory requirements, the statutory requirements shall govern.
- 3. Notice to Proceed:** Contractor shall not commence any services, demolition work, mobilization, permit applications, utility disconnection activities, procurement of materials, or any other performance under this Agreement unless and until Owner or its designated agent issues a written Notice to Proceed. The execution of this Agreement, issuance of a purchase order, or any verbal or written communication other than a written Notice to Proceed shall not constitute authorization to begin Work hereunder. Any costs incurred or activities undertaken prior to issuance of the Notice to Proceed shall be at Contractor's sole risk and expense. The Contract Time set forth in Attachment A shall commence upon the date specified in the Notice to Proceed.
- 4. Changes to Work Scope:**
- a) Changes to the work scope set forth in Attachment A may be accomplished after execution of the Agreement, and without invalidating the Agreement, by amendment, subject to the limitations stated in this Section and elsewhere in this Agreement.
 - b) Any work scope amendment shall be based upon agreement between Owner and Contractor.
 - c) Changes in the work scope shall be performed under applicable provisions of the Agreement, and the Contractor shall proceed promptly, unless otherwise provided in the amendment or order for a minor change in the work.
 - d) If unit prices are stated in the Agreement or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed amendment that application of such unit prices to quantities of work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted.
 - e) Owner Project Manager will have authority to order minor changes in the Work not involving adjustment in the Project Fee or extension of the Contract Time and not inconsistent with the intent of the Agreement, without amendment. Such changes shall be effected by written order and shall be binding on Owner and

upon acceptance by Contractor. Contractor shall carry out such written orders promptly.

5. **Correction of Work:**

- a) Contractor shall promptly correct Work rejected by Owner or failing to conform to the requirements of the Agreement, whether observed before or after Substantial Completion (to be defined in Attachment A) of the Work and whether or not fabricated, installed or completed. Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for Owner Project Manager's services and expenses made necessary thereby and any cost, loss, or damages to Owner resulting from such failure or defect.
- b) Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Agreement and are neither corrected by the Contractor nor accepted by Owner.
- c) If Contractor defaults or neglects to carry out the Work in accordance with the Agreement and fails within a fifteen-day period after receipt of written notice from Owner to begin and prosecute correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies. In such case an appropriate Amendment shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for Owner Project Manager's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.
- d) If Contractor does not proceed with correction of such nonconforming Work within a (15) fifteen day period after receipt of written notice from Owner, Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If Contractor does not pay costs of such removal and storage within twenty days after written notice, Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by Contractor, including compensation for Owner Project Manager's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which Contractor should have borne, the Project Fee shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- e) If Owner prefers to accept Work which is not in accordance with the requirements of the Agreement, Owner may do so instead of requiring its removal and correction, in which case the Project Fee will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

6. **Payment:**

- a) Owner shall compensate Contractor as set forth in Attachment B. Payments will generally be made by Owner within thirty (30) days following receipt of a reasonably detailed invoice from Contractor evidencing that payment is due hereunder. Before the first invoice for payment is submitted, Owner may require Contractor to submit a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner and Owner Project Manager may require. This schedule, unless objected to by Owner and Owner Project Manager, shall be used as a basis for reviewing the Contractor's invoices.
- b) Contractor shall submit itemized invoices for payment for Work completed in accordance with Attachment B. Invoices shall be supported by such data substantiating the Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage as provided in Section 5. Invoices may not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier because of a dispute or other reason, invoices shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the invoice.
- c) Contractor shall provide to Owner with the invoice for the material or equipment supplied, two paper copies and one pdf copy which will be provided to the emergency dispatch center of any and all Safety Data Sheets applicable to such material or equipment, as required by M.G.L. Chapter 111F, so called "Right to Know Law"
- d) Owner may withhold disputed amounts only and shall pay all undisputed amounts when due. Any withholding will be accompanied by written explanation.
- e) A ten percent (10%) retainage shall be applied to payment amounts requested in each invoice submitted prior to Substantial Completion of the Work. Owner Project Manager may recommend that amounts be withheld after Substantial Completion of the Work for incomplete Work and unsettled claims.
- f) Contractor shall promptly pay each subcontractor, upon receipt of payment from Owner, out of the amount paid to Contractor on account of such subcontractor's portion of the Work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. Payment to material suppliers shall be treated in a similar manner.
- g) Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.
- h) Payment of an invoice by Owner shall not constitute acceptance of Work not in accordance with the Agreement.

- i) Upon receipt of a written notice that the Work is ready for final inspection and acceptance and upon receipt of a final invoice for payment, Owner Project Manager will make such inspection and, when Owner Project Manager finds the Work acceptable under the Agreement and the Agreement fully performed, Owner Project Manager will promptly issue a letter to Owner stating that to the best of Owner Project Manager's knowledge, information and belief, and on the basis of Owner Project Manager's observations and inspections, the Work has been completed in accordance with terms and conditions of the Agreement and that the entire balance found to be due Contractor and noted in said final invoice is due and payable.
 - j) Neither final payment nor any retainage shall become due until Contractor submits to Owner: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety, if any, to final payment; (5) if required by Owner other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by Owner; and (6) evidence of compliance with all requirements of the Agreement, including Contractor's compliance with prevailing wage requirements.
7. **Priority of Agreement:** In the event of any conflict among the Agreement, the Attachments, Addenda, Specifications, and Drawings shall be construed according to the following priorities:
- a) Highest Priority: Amendments, with later date having greatest priority
 - b) Second Priority: Agreement
 - c) Third Priority: Addenda, with later date having greater priority
 - d) Fourth Priority: Specifications and related Schedules
 - e) Fifth Priority: Drawings
8. **Project Personnel and Subcontracting:**
- a) A list of the relevant Project Personnel shall be submitted to Owner for approval prior to performing the Work. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. Either party may request the removal or replacement of any individual(s) from the other party's project team but shall not

do so on frivolous or vexatious grounds. Such a request shall include the reasons for the requested change. If such a request is based on reasonable grounds then each party shall use all reasonable efforts to replace the relevant individual promptly.

- b) Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of Owner, nor shall Contractor subcontract any services to anyone without the prior written consent of Owner.
 - c) By appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward Owner. Each subcontract agreement shall preserve and protect the rights of Owner under the Agreement with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Agreement, has against Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement to which the subcontractor will be bound, and, upon written request of the Subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.
 - d) Each subcontract agreement for a portion of the Work shall be assignable to Owner, provided that (i) such assignment shall be effective only after termination of this Agreement for cause by Owner and only for those subcontracts accepted by Owner in writing; and (ii) such assignment shall be subject to the prior rights of any surety.
9. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of related deliverables is of the utmost importance to Owner.
10. **Liquidated Damages:** In as much as time is of the essence, if Contractor fails to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time as specified in Attachment A, Contractor acknowledges they will be assessed Liquidated Damages of five hundred dollars (\$500.00) for each calendar day the project continues to be in default past the Substantial Completion date. The parties acknowledge that actual damages resulting from delayed completion would be difficult to ascertain and that the foregoing amount represents a reasonable estimate of such damages and is not intended as a penalty.
11. **Notices:**

- a) All communications to Owner regarding legal issues shall be emailed to Owner's General Counsel Jennifer Saubermann at saubermann@masstech.org followed by hardcopy to the following address:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
508/870-0312 (phone)
508/898-2275 (fax)
Attn: General Counsel

- b) Notices to Contractor shall be sent to:

[Contractor Notice Address]

Attn: _____

- c) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Attachment A.

Any notice hereunder shall be in writing and shall be effective (i) if dispatched by email and delivery is electronically confirmed by said media the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

12. **Contractor's Representations, Warranties and Certifications:** As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:

- a) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.
- b) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
- c) Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental Authorities applicable to or implicated by the subject matter of this Agreement.
- d) A duly authorized representative of Contractor has visited the site of the project, familiarized himself with the local and special conditions under which the scope

of services is to be performed, and correlated his observations with the requirements of the Agreement;

- e) Contractor and its employees are independent contractors of Owner, and not employees, partners or joint-venturers of Owner. Contractor shall be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's Compensation, M.G.L. c.152.
- f) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- g) Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.
- h) Contractor represents and warrants 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 employees; and they will comply with all laws and regulations applicable to awards made subject to section 44A.
- i) Contractor warrants that the Work shall be free from defects in workmanship and performed in accordance with the requirements of this Agreement and any applicable scope of work or work order. For a period of one (1) year following completion and acceptance of the Work, Contractor shall, upon written notice from Owner, promptly correct, repair, remove, replace, or re-perform, at Contractor's sole cost and expense, any portion of the Work that fails to comply with the requirements of this Agreement or the applicable scope of work or work order. In the case of asbestos abatement services, Contractor further warrants that all asbestos-containing materials identified for removal under the applicable scope of work or work order shall be removed and disposed of in accordance with the requirements of the scope of work or work order and applicable law.

13. **Contractor's General Obligations and Responsibilities:**

- a) Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Agreement with each other and with any additional information furnished by Owner and shall at once report to Owner Project Manager any error, inconsistency, or omission the Contractor may discover. Any necessary change shall be ordered, subject to other provisions of the Agreement. If the Contractor proceeds with the Work without such notice to Owner Project Manager, having discovered such errors, inconsistencies, or omissions, the Contractor shall bear all costs arising therefrom.
- b) Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Agreement before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to Owner Project Manager at once.
- c) Contractor shall perform the Work in accordance with the Agreement and submittals approved by Owner.
- d) Except where otherwise specifically provided to the contrary in this Agreement, if the words "or equal" are inserted immediately following the name or description of each article, assembly, system, or any component part thereof, it is Contractor's responsibility to provide all the research and documentation that would prove a product or assembly is "equal". Failure to provide research or documentation does not alleviate Contractor's responsibility to meet the schedule.
- e) There may be other construction projects that underway at the same time as the Work hereunder. Contractor and all subcontractors shall work in harmony with any and all other contractors and trades and shall not impede any other work being performed by Owner.
- f) Contractor shall give Owner Project Manager timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.
- g) Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Agreement, but shall request additional drawings or instructions from Owner Project Manager. If Contractor proceeds with such Work without obtaining further Drawings, Specifications, or instructions, Contractor shall correct Work incorrectly done at Contractor's own expense.
- h) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Where the Agreement refer to particular construction means, methods, techniques, sequences, or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of Contractor shall be such as to produce at least the quality of Work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed

on the Work shall be the responsibility of Contractor, who shall notify Owner Project Manager in writing of the actual means, methods, techniques, sequences, or procedures which will be employed on the Work, if these differ from those mentioned in the Agreement. All loss, damage, or liability, or cost of correcting defective Work arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be borne by Contractor, notwithstanding that such construction means, methods, techniques, sequences, or procedures are referred to, indicated, or implied by the Agreement, unless Contractor has given timely notice to Owner and Owner Project Manager in writing that such means, methods, techniques, sequences, or procedures are not safe or suitable, and Owner has then instructed the Contractor in writing to proceed at Owner's risk.

- i) Contractor shall be responsible to Owner for the acts and omissions of all entities or persons performing or supplying the Work.
- j) Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement either by activities or duties of Owner Project Manager in Owner Project Manager's administration of the Agreement, or by tests, inspections or approvals required or performed by persons other than Contractor.
- k) The current classifications and wage rates as established by the Commonwealth of Massachusetts Department of Labor Standards are hereby made a part of this Agreement. The Contractor and each subcontractor shall pay prevailing wages as required by M.G.L. c.149.
- l) Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- m) Contractor has the responsibility to insure that all suppliers of material and subcontractors, their agents and employees, adhere to the Agreement and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others involved with the Work.
- n) Contractor shall provide access to the Work for Owner, Owner Project Manager, other persons designated by Owner and governmental inspectors. If any Work is required to be inspected or approved by any public authority, Contractor shall cause such inspection or approval to be performed.
- o) Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall use its best efforts to maintain labor relations (including using the appropriate unions) for the duration of the project and shall at all times use their best efforts and judgment, as an experienced contractor, to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible. In the event of a labor dispute, Contractor shall not be entitled to any increase in compensation.

- p) Contractor shall not cause or permit any liens for labor or materials performed or furnished in connection with the Work to attach to the project or the property of which the project is a part and shall promptly discharge or bond over any such liens that may so attach at Contractor's sole expense. If Contractor fails so to discharge or bond over any such lien within ten days after notice from Owner, Owner may, at its option, take such actions and make such payments as are necessary to obtain such discharge or procure such bond, but Owner shall have no obligation to take such actions or make such payments. Contractor shall indemnify and hold harmless Owner against any assertion of claim for mechanics' or materialmen's liens by subcontractors, sub-subcontractors or suppliers of material and against any assertion of security interests by suppliers of goods or materials.
- q) Unless otherwise provided in the Agreement, Contractor shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required when bids are received or negotiations concluded.
- r) Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- s) It is not Contractor's responsibility to ascertain that the Agreement is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that portions of the Agreement are at variance therewith, the Contractor shall promptly notify Owner Project Manager and Owner in writing, and necessary changes shall be accomplished by appropriate modification. If Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to Owner Project Manager and Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- t) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:- (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or Contractor's subcontractors or sub-subcontractors; and (iii) other property at the site or adjacent thereto. Contractor shall promptly remedy damage and loss to property referred to in this subsection. If the damage or loss is due in whole or in part to Contractor's failure to take required security precautions, Contractor shall, subject to any reimbursement to which Contractor is entitled under property insurance required by the Agreement, bear the cost.
- u) Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard.
- v) **Demolition, Asbestos Abatement and Regulatory Compliance:**

- i. Contractor shall perform all demolition, asbestos abatement, hazardous material handling, transportation, storage, and disposal activities in strict compliance with all applicable federal, state, and local laws, regulations, permits, approvals, licenses, and orders.
- ii. Without limitation, Contractor shall comply with all applicable requirements of the Massachusetts Department of Environmental Protection, Massachusetts Department of Labor Standards, Occupational Safety and Health Administration, United States Environmental Protection Agency, and all authorities having jurisdiction over the Work.
- iii. Contractor shall obtain and maintain all permits, notifications, licenses, certifications, and approvals required for performance of the Work and shall provide copies to Owner upon request.
- iv. Contractor shall be solely responsible for the proper identification, containment, removal, packaging, transportation, manifesting, recycling, and disposal of asbestos-containing materials and other regulated waste generated by the Work in accordance with applicable law.
- v. Contractor shall immediately notify Owner and Owner Project Manager of any notice of violation, stop-Work order, regulatory inquiry, reportable release, environmental incident, worker injury involving hospitalization, or other enforcement action relating to the Work.
- vi. No Work shall commence until all required permits, notifications, performance bonds, payment bonds, insurance certificates, prevailing wage schedules, and regulatory approvals required by law or the Contract Documents have been submitted to and accepted by Owner.
- vii. Contractor shall remain responsible for the compliance of all subcontractors, sub-subcontractors, transporters, disposal facilities, consultants, and suppliers engaged by Contractor in connection with the services hereunder.

14. Indemnification and Insurance:

- a) To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its successors and assigns, and all of its officers directors, agents and employees from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of (i) any breach of this Agreement or false representation of Contractor under this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors, or (iii) claims for tangible personal property damage, bodily injury or death resulting from Contractor's actions or inactions under this Agreement. Notwithstanding the foregoing, Contractor shall indemnify Owner only to the extent caused by Contractor's negligence or willful misconduct.
- b) Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Contractor, at Contractor's expense, shall assume on behalf of Owner and

conduct with due diligence and in good faith the defense of such action, proceeding or investigation, with counsel satisfactory to Owner; provided, however, that Owner shall have the right to be represented by advisory counsel of its own selection and at its own expense; and, provided, further, that if the defendants in any such action include both Contractor and Owner, and if Owner shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. The obligations of Contractor under this subsection shall survive the expiration of the Agreement.

- c) Contractor shall, at its own expense, procure and maintain in effect through the term of this Agreement insurance coverage for its activities under this Agreement of the type at the levels specified in this Section, which shall protect the Contractor and Owner against all claims, losses or expenses resulting from alleged, adjudicated or statutory liability for injury to persons or damage to property arising out of or in connection with the Contractor's performance of the Work. The insurance required by this Section shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles.
- d) All insurance shall be written on an occurrence basis, unless Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
- e) The insurance required shall be written for not less than the following, or greater if required by law:
 - i. Workers' Compensation: Statutory.
 - ii. Comprehensive General Liability including Contractors Liability, Contractual Liability; Completed Operations and Products Liability all on the occurrence basis with Personal Injury Coverage and broad form Property Damage. Remove the XCU exclusion relating to Explosion, Collapse and Underground Property Damage. Completed Operations Liability shall be kept in force for at least three years after the date of final completion of the Work and Owner shall be named as an Additional Insured (insurance industry form #CG 2037). The foregoing policy shall be primary and non-contributing with respect to any insurance carried by Owner and any other additional insured.

Per Occurrence - \$5,000,000
Aggregate - \$5,000,000 (applied per job)
 - iii. Contractors Pollution Liability Insurance. Contractor shall maintain Contractors Pollution Liability Insurance covering bodily injury, property

damage, environmental damage, cleanup costs, transportation of waste, non-owned disposal sites, asbestos-containing materials, hazardous materials, pollutants, contaminants, and completed operations arising from the Work. Such coverage shall be maintained throughout performance of the Work and for not less than three (3) years following final completion.

Per Claim: \$5,000,000

Aggregate: \$5,000,000

- iv. Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles:

Bodily Injury, Each Person - \$ 5,000,000

Bodily Injury, Each Occurrence - \$5,000,000

Property Damage, Each Occurrence - \$1,000,000

- f) Each policy of insurance required by this Agreement shall contain a provision endorsed to Owner that the insurance provided therein may not be canceled or materially modified (e.g., non-renewed or reduced) without thirty (30) days prior written notice to Owner.
- g) Each requirement for Contractor's insurance contained in this Section shall also be required by Contractor of every subcontractor. Such insurance coverage for subcontractors shall be applied per job. Amounts of coverage for subcontractors may, however, with Owner's prior written approval, be less than the amount of coverage for Contractor. Contractor shall require subcontractors to maintain CGL coverage for themselves and all additional insureds for the duration of the Work and Completed Operations coverage for themselves and each additional insured for a period of at least three (3) years after the date of final completion of the Work.
- h) Contractor shall provide Owner, upon request, with certificates satisfactory to Owner concerning the effectiveness and the terms of the insurance required by this Agreement. **Owner, Studio G Architects, and LeftField Project Management** shall be listed as Additional Insured with a Waiver of Subrogation on the General Liability, Motor Vehicle, All-Risk, and Umbrella insurance policies for this project, and shall be provided coverage at least as broad as the coverage provided to the named insured. Owner may also request Contractor to provide it with copies of the actual policies for its review. Failure to provide and continue in force any insurance required by this Agreement shall be deemed a material breach of this Agreement for which Owner, at its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- i) Any increase in limit of liability, or any type of insurance not described above, which Contractor requires for its own protection or to comply with any statute, shall be its own responsibility and at its own expense. Should Contractor obtain any increase in limits of liability or any type of insurance not described herein, except where Owner specifically agrees in writing in advance to pay the

premiums, the cost shall be met by Contractor. It shall be the responsibility of Contractor to obtain any additional insurance required.

- j) The carrying of any of the insurance required hereunder shall not be interpreted as relieving Contractor of any responsibility to Owner. Contractor shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.

15. **Performance Bond and Payment Bond:**

- a) Contractor shall deliver to Owner an executed 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 Owner and each in the sum of One Hundred Percent (100%) of the Project Fee as surety for the faithful performance of this contract, and for the payment of all persons performing labor or furnishing materials in connections therewith. Said bonds shall provide that, if Contractor fails or refuses to complete the Work, the Surety Company will be obligated to do so.
- b) Contractor shall deliver the executed, approved bonds to Owner at the time of Agreement execution. The premium and any and all other costs of all bonds required under this Section shall be included in the Project Fee.
- c) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

16. **Ownership of Project Documents and Deliverables:**

- a) All reports, surveys, manifests, disposal records, permits, permit applications, notifications, photographs, testing results, closeout documentation, drawings, specifications, electronic files, and other documents or materials prepared, generated, obtained, or maintained by Contractor in connection with the Work (collectively, "Project Documents") shall become the property of Owner upon creation or submission.
- b) Contractor hereby grants and assigns to Owner all rights necessary for Owner to use, reproduce, distribute, modify, archive, and rely upon such Project Documents for any purpose related to the Project, including future operation, maintenance, renovation, demolition, regulatory compliance, or litigation.
- c) Notwithstanding the foregoing, Contractor shall retain ownership of its pre-existing proprietary methods, processes, know-how, trade secrets, forms, templates, software, and other intellectual property developed independently of the Work. To the extent any such proprietary materials are incorporated into Project Documents, Contractor grants Owner a perpetual, irrevocable, royalty-free license to use such materials solely in connection with the Project and matters relating thereto.
- d) Contractor shall provide all Project Documents to Owner upon request and at final completion of the Work.

17. **Assignment:** Owner may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of Owner's business, and all covenants and

agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

18. **Conflicts of Interest:** Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law.
19. **Record Keeping, Audit, and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by Owner (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. Owner, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to Owner the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
20. **Sensitive Information:** Contractor, as well as other third parties interacting with Owner (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Owner, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Owner programs, which information is not generally known by or disseminated to the public as a matter of course. Such information is sometimes referred to as "Sensitive Information." Owner expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, Holding Parties are urged to confer with Owner's General Counsel if they have any questions about confidentiality, the scope or proper treatment of Sensitive Information, or Owner's policies with respect to such topics. It should be noted that the obligations under these policies continue even after this Agreement is terminated.
21. **Publicity:** Concerning Work hereunder, Contractor shall get written consent from Owner prior to issuing press releases, announcing events, or posting any signs or media, and shall coordinate with Owner to plan for any news conferences. In any media produced by

Contractor, Contractor will not represent that positions taken or advanced by it represent the opinion or position of Owner.

22. **Public Records:**

As a public entity, Owner is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by Owner and/or its employees are subject to public disclosure. Contractor should not submit any information to Owner that it does not want publicly disclosed, and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If Contractor wishes to have Owner treat certain information or documentation as confidential, Contractor must submit a written request to Owner's General Counsel specifying the type of information that Contractor wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. Owner's General Counsel is the sole authority within Owner for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

23. **Claims and Disputes, Choice of Law and Forum; Equitable Relief:**

- a) It is the mutual expectation of Owner and Contractor that each party will utilize best efforts to resolve, in a fair, equitable, efficient, and amicable manner, any claims or disputes that may arise out of or relate to the Work, including, without limitation, disputes concerning interpretation of this Agreement, payment, performance, scheduling, or extensions of time.
- b) Prior to commencing any litigation arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through mediation. Either party may initiate mediation by providing written notice to the other party describing the nature of the dispute. The parties shall mutually agree upon a mediator within fifteen (15) calendar days after delivery of the mediation notice. If the parties are unable to agree upon a mediator within such period, either party may request appointment of a mediator through a mutually acceptable dispute resolution service. The mediation shall be conducted at a mutually agreed location or remotely. The parties shall participate in the mediation process in good faith. The parties shall share the mediator's fees and costs equally unless otherwise agreed. If the dispute is not resolved within thirty (30) calendar days after completion of the mediation, either party may pursue any remedies available at law or in equity, including commencement of litigation.
- c) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each party accepts, generally, exclusively, and unconditionally, the jurisdiction of said courts. This Section shall not be construed to limit any other legal rights of the parties.
- d) Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor may result in substantial, continuing, and irreparable

harm to Owner. Therefore, in addition to any other remedy available to Owner, Owner shall be entitled to seek injunctive or other equitable relief from a court of competent jurisdiction in the event of any breach or threatened breach by Contractor of this Agreement.

24. **Limitation of Liability:** Owner shall be liable only to the extent of its interest in the project; and no officer, director, agent or employee of Owner (nor any partner of a partner nor any agent or employee of a partner) shall ever be personally or individually liable with respect to this Agreement or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if Owner ever succeeds to Contractor's rights and obligations under a subcontract.
25. **Amendments and Waivers:** No amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by Owner of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
26. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
27. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with Owner, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:
 - a) Attachment A – Project Scope of Work
 - b) Attachment B – Project Fee and Budget (Including Rates and Unit Prices)
 - c) Attachment C – List of Agreements, Plans and Drawings

- 28. **Headings:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- 29. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Federal Tax ID No.: _____

Attachment A

Project Scope of Work

1. Overview

Demolition and Abatement of three Abandoned Buildings located at 75 North Drive Westborough, Massachusetts 01581-3340

2. Parties and Project Personnel

Owner: Massachusetts Technology Collaborative
75 North Drive
Westborough, Massachusetts 01581-3340
Astrid Rodriguez-Bourdeau
rodriguez-bourdeau@masstech.org
Tel: (508) 870.0312

Owner's Project Manager: LeftField Project Management
101 Federal Street, Suite 1900
Boston, Massachusetts 02110
Trevor Fuce
trevor.fuce@leftfieldpm.com
Tel: (617) 737.6400
Cell: (508) 630.4890

Architect: Studio G Architects
179 Boylston Street
Jamaica Plain, Massachusetts 02130
Tel: (617) 524.5558

Contractor:

Contractor Superintendent: Contractor shall provide the same person as Superintendent for the entire duration of the Work. Failure to maintain the same person in this position shall result in a \$1,000 penalty (per incident) which shall cover the Architect's and Owner's Project Manager's time to re-orient new personnel.

3. Anticipated Task Categories and Work Requirements

The following task categories identify the anticipated types of services that may be required under this Agreement and are provided for bidding and planning purposes. The specific scope, quantities, locations, sequencing, schedule, deliverables, and project-specific requirements for each assignment will be established through individual work orders or written authorizations issued under this Agreement. Contractor shall perform only those services authorized by Owner.

The following categories may include, but are not limited to:

- (a) **Mobilization and Site Preparation**
- (b) **Permitting and Regulatory Coordination**
- (c) **Site Safety and Environmental Controls**
- (d) **Asbestos Abatement and Hazardous Materials Removal**
- (e) **Building Demolition and Removal Activities**
- (f) **Waste Handling, Transportation, and Disposal**
- (g) **Site Restoration and Final Cleanup**
- (h) **Inspections, Testing, and Verification**
- (i) **Project Closeout and Documentation**

4. **General Project Requirements**

(a) **Staging, Access, and Hoisting**

Contractor shall provide all staging, vertical access, lifts, hoisting, ladders, platforms, and other access equipment necessary to perform the Work. Access shall be sufficient to allow completion of all Work activities and shall be available for inspection and review by Owner, Owner's Project Manager, Architect, and other authorized representatives.

(b) **Construction Barricades and Site Protection**

Contractor shall provide and maintain barricades, barriers, warning devices, and other protective measures necessary to secure the Work area, prevent unauthorized access, protect the public and occupants, and maintain safe separation between construction activities and occupied areas.

(c) **Site Access, Routes, and Protection of Existing Conditions**

Contractor shall access the site only through routes approved by Owner. Contractor shall coordinate all deliveries, equipment access, staging areas, and construction activities to minimize disruption to the site and surrounding areas.

Contractor shall protect existing roads, curbs, driveways, sidewalks, walkways, landscaping, grassed areas, and other existing site features from damage resulting from the performance of the Work.

Any roads, curbs, driveways, walks, landscaping, or other areas damaged by Contractor or its Project Personnel during the course of the Work shall be repaired or restored by Contractor, at Contractor's sole cost and expense, to the satisfaction of Owner.

(d) Temporary Facilities and Controls

Contractor shall provide and maintain temporary facilities, utilities, controls, protections, and other measures necessary for the proper and safe performance of the Work.

(e) Contractor Safety Responsibilities

Contractor shall be solely responsible for site safety and shall comply with all applicable federal, state, and local safety requirements, including applicable OSHA requirements.

(f) Coordination with Owner, Architect, and Project Manager

Contractor shall coordinate all Work activities with Owner, Owner's Project Manager, Architect, and other designated representatives, including access for inspections, reviews, and project coordination.

5. Schedule

(a) **Contract Time: Substantial Completion Date-** All work shall be substantially completed by November 19, 2026.

(b) No exceptions will be made nor allowed if Contractor fails to properly plan the procurement of all items in advance of the Work. Late fees will be imposed if Work is not done on time.

(c) **Late Fees:** If Contractor does not meet the Substantial Completion Date above, Contractor shall be charged a maximum of Five Hundred Dollars (\$500.00) per calendar day to pay for consulting fees, testing fees, designer fees, Owner's Project Management fees, Resident Engineers fees, and Attorney fees to manage and arrange for the completion of the Work. Late fees will be deducted from moneys that are due or might become due, or if moneys are insufficient then the Contractor or surety shall pay the Owner. The parties acknowledge that actual damages resulting from delayed completion would be difficult to ascertain and that the foregoing amount represents a reasonable estimate of such damages and is not intended as a penalty.

(d) **Weekly Job Meetings:** There will be a job meeting at the site on the same agreed day and time weekly to discuss and view the progress of the Work and to answer questions. The Contractor's job superintendent and Project Manager shall attend each meeting.

6. Additional Requirements

[CONTRACTOR NAME] Demolition and Abatement Services Agreement [NO.]

- (a) Contractor shall furnish all labor, materials, insurance, permits and all other items necessary to do this Work as specified in a professional and orderly manner.
- (b) All Work shall be performed in accordance with the best trade practices.
- (c) All waste material shall be removed from the site, disposed of in an appropriate manner, and area left clean upon completion of Work.
- (d) Any equipment, building, or property of Owner's damaged by Contractor shall be repaired or replaced to the satisfaction of Owner.
- (e) All Work to be furnished to Owner shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.
- (f) Contractor must have a qualified supervisor review all key stages of Work and the completed Work prior to any required state or local inspections
- (g) All permits and licenses necessary for the Work shall be secured and paid by Contractor.
- (h) Contractor shall perform a final technical inspection upon completion.
- (i) Contractor shall repair or remove and replace components where inspections indicate that they do not comply with specified requirements.
- (j) Final Inspection: Contractor shall provide access to Owner personnel to inspect Work upon completion.
- (k) Additional inspections, if required, will be at Contractor's expense and will be performed to determine compliance of replaced or additional Work with specified requirements.

Attachment B

Project Fee and Budget (including rates and unit prices)

Template

Attachment C

List of Agreements, Plans and Drawings

Template



**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: Massachusetts Technology Collaborative **City/Town:** WESTBOROUGH
Contract Number:
Description of Work: Demolition and abatement of three failed buildings.
Job Location: 75 North Drive Westborough, MA 01581-3340

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$0.00	\$79.90
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$0.00	\$81.64
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$0.00	\$79.97
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$0.00	\$81.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$0.00	\$80.09
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$0.00	\$81.83
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT	8/1/2024	\$117.16	\$10.08	\$11.62	\$12.67	\$0.00	\$151.53
PILE DRIVER LOCAL 56							
PILE DRIVER LOCAL 56 (ZONE 2)							
For apprentice rates see "Apprentice- PILE DRIVER"							
AIR TRACK OPERATOR	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
LABORERS - ZONE 2	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASBESTOS WORKER (PIPES & TANKS)	12/1/2025	\$44.80	\$14.50	\$4.30	\$6.75	\$0.00	\$70.35
HEAT & FROST INSULATORS LOCAL 6							
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							
ASPHALT RAKER	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER 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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

BOILER MAKER BOILERMAKERS LOCAL 29	1/1/2024	\$48.12	\$7.07	\$14.60	\$6.00	\$0.00	\$75.79
BOILERMAKERS LOCAL 29							

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	2/1/2026	\$65.81	\$12.84	\$15.57	\$7.33	\$0.00	\$101.55
BRICKLAYERS LOCAL 3 (WORCESTER)	8/1/2026	\$68.01	\$12.84	\$15.57	\$7.33	\$0.00	\$103.75
	2/1/2027	\$69.41	\$12.84	\$15.57	\$7.33	\$0.00	\$105.15

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$32.91	\$12.84	\$15.57	\$7.33	\$0.00	\$68.65
2	60.00	\$39.49	\$12.84	\$15.57	\$7.33	\$0.00	\$75.23
3	70.00	\$46.07	\$12.84	\$15.57	\$7.33	\$0.00	\$81.81
4	80.00	\$52.65	\$12.84	\$15.57	\$7.33	\$0.00	\$88.39
5	90.00	\$59.23	\$12.84	\$15.57	\$7.33	\$0.00	\$94.97
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	\$34.01	\$12.84	\$15.57	\$7.33	\$0.00	\$69.75
2	60.00	\$40.81	\$12.84	\$15.57	\$7.33	\$0.00	\$76.55
3	70.00	\$47.61	\$12.84	\$15.57	\$7.33	\$0.00	\$83.35
4	80.00	\$54.41	\$12.84	\$15.57	\$7.33	\$0.00	\$90.15
5	90.00	\$61.21	\$12.84	\$15.57	\$7.33	\$0.00	\$96.95
Apprentice to Journeyworker Ratio: 1:5							
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 LABORERS	6/1/2026	\$50.40	\$10.90	\$9.75	\$9.80	\$0.00	\$80.85
LABORERS - FOUNDATION AND MARINE	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 LABORERS	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	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 LABORERS	6/1/2026	\$49.58	\$10.90	\$9.75	\$9.80	\$0.00	\$80.03
LABORERS - FOUNDATION AND MARINE	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 LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
LABORERS - ZONE 2	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
LABORERS - ZONE 2	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
LABORERS - ZONE 2	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	\$50.85	\$11.08	\$11.47	\$8.50	\$0.00	\$81.90
CARPENTERS	9/1/2026	\$52.10	\$11.08	\$11.47	\$8.50	\$0.00	\$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	\$53.35	\$11.08	\$11.47	\$8.50	\$0.00	\$84.40

Apprentice: CARPENTER							
Effective Date: 3/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
2	45.00	\$22.88	\$11.08	\$0.00	\$1.73	\$0.00	\$35.69
3	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
4	55.00	\$27.97	\$11.08	\$0.00	\$3.40	\$0.00	\$42.45
5	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
6	70.00	\$35.60	\$11.08	\$11.41	\$5.10	\$0.00	\$63.19
7	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00
8	80.00	\$40.68	\$11.08	\$11.44	\$6.80	\$0.00	\$70.00

Apprentice: CARPENTER							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
2	45.00	\$23.45	\$11.08	\$0.00	\$1.73	\$0.00	\$36.26
3	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
4	55.00	\$28.66	\$11.08	\$0.00	\$3.40	\$0.00	\$43.14
5	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
6	70.00	\$36.47	\$11.08	\$11.41	\$5.10	\$0.00	\$64.06
7	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00
8	80.00	\$41.68	\$11.08	\$11.44	\$6.80	\$0.00	\$71.00

Apprentice to Journeyworker Ratio: 1:5

CARPENTER WOOD FRAME	10/1/2025	\$27.37	\$7.38	\$4.47	\$1.00	\$0.00	\$40.22
CARPENTERS	10/1/2026	\$28.47	\$7.38	\$4.47	\$1.00	\$0.00	\$41.32

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME							
Effective Date: 10/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
2	60.00	\$16.42	\$7.38	\$0.00	\$0.00	\$0.00	\$23.80
3	65.00	\$17.79	\$7.38	\$0.00	\$1.00	\$0.00	\$26.17
4	70.00	\$19.16	\$7.38	\$0.00	\$1.00	\$0.00	\$27.54
5	75.00	\$20.53	\$7.38	\$3.80	\$1.00	\$0.00	\$32.71
6	80.00	\$21.90	\$7.38	\$3.80	\$1.00	\$0.00	\$34.08

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 2	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	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 2	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	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 2	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	6/1/2026	\$50.30	\$10.90	\$9.75	\$9.65	\$0.00	\$80.60
LABORERS - ZONE 2	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	6/1/2026	\$50.05	\$10.90	\$9.75	\$9.65	\$0.00	\$80.35
LABORERS - ZONE 2	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	6/1/2026	\$49.30	\$10.90	\$9.75	\$9.65	\$0.00	\$79.60
LABORERS - ZONE 2	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	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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	\$78.11	\$10.08	\$11.62	\$12.67	\$0.00	\$112.48
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 2)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
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 2)	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 2)	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 96 ELECTRICIANS LOCAL 96	9/7/2025 9/6/2026	\$48.16 \$49.38	\$14.98 \$15.96	\$14.30 \$14.57	\$5.30 \$5.43	\$0.00 \$0.00	\$82.74 \$85.34

Apprentice: ELECTRICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.26	\$14.98	\$0.58	\$0.00	\$0.00	\$34.82
2	45.00	\$21.67	\$14.98	\$0.65	\$0.00	\$0.00	\$37.30
3	48.00	\$23.12	\$14.98	\$13.55	\$2.54	\$0.00	\$54.19
4	55.00	\$26.49	\$14.98	\$13.65	\$2.92	\$0.00	\$58.04
5	65.00	\$31.30	\$14.98	\$13.80	\$3.45	\$0.00	\$63.53
6	80.00	\$38.53	\$14.98	\$14.02	\$4.24	\$0.00	\$71.77

Apprentice: ELECTRICIAN							
Effective Date: 9/6/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	\$19.75	\$15.96	\$0.59	\$0.00	\$0.00	\$36.30
2	45.00	\$22.22	\$15.96	\$0.67	\$0.00	\$0.00	\$38.85
3	48.00	\$23.70	\$15.96	\$13.80	\$2.61	\$0.00	\$56.07
4	55.00	\$27.16	\$15.96	\$13.90	\$2.99	\$0.00	\$60.01
5	65.00	\$32.10	\$15.96	\$14.05	\$3.53	\$0.00	\$65.64

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: ELECTRICIAN							
Effective Date: 9/6/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	80.00	\$39.50	\$15.96	\$14.28	\$4.35	\$0.00	\$74.09
Apprentice to Journeyworker Ratio: 2:3							
ELEVATOR CONSTRUCTOR	1/1/2026	\$69.23	\$16.38	\$11.06	\$10.70	\$0.00	\$107.37
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$72.23	\$16.48	\$11.16	\$11.00	\$0.00	\$110.87
ELEVATOR CONSTRUCTORS LOCAL 41							

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$34.62	\$16.38	\$0.00	\$0.00	\$0.00	\$51.00
2	55.00	\$38.08	\$16.38	\$11.06	\$10.70	\$0.00	\$76.22
3	65.00	\$45.00	\$16.38	\$11.06	\$10.70	\$0.00	\$83.14
4	70.00	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
5	80.00	\$55.38	\$16.38	\$11.06	\$10.70	\$0.00	\$93.52

Apprentice: ELEVATOR CONSTRUCTOR							
Effective Date: 1/1/2027							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$36.12	\$16.48	\$0.00	\$0.00	\$0.00	\$52.60
2	55.00	\$39.73	\$16.48	\$11.16	\$11.00	\$0.00	\$78.37
3	65.00	\$46.95	\$16.48	\$11.16	\$11.00	\$0.00	\$85.59
4	70.00	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
5	80.00	\$57.78	\$16.48	\$11.16	\$11.00	\$0.00	\$96.42

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	\$48.46	\$16.38	\$11.06	\$10.70	\$0.00	\$86.60
ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	\$50.56	\$16.48	\$11.16	\$11.00	\$0.00	\$89.20
ELEVATOR CONSTRUCTORS LOCAL 41							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
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	11/1/2026	\$55.69	\$16.55	\$13.35	\$3.25	\$0.00	\$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	\$57.12	\$16.55	\$13.35	\$3.25	\$0.00	\$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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	11/1/2026	\$57.32	\$16.55	\$13.35	\$3.25	\$0.00	\$90.47
OPERATING ENGINEERS LOCAL 4	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	11/1/2026	\$27.04	\$16.55	\$13.35	\$3.25	\$0.00	\$60.19
OPERATING ENGINEERS LOCAL 4	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	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/7/2025	\$48.16	\$14.98	\$14.30	\$5.30	\$0.00	\$82.74
ELECTRICIANS LOCAL 96	9/6/2026	\$49.38	\$15.96	\$14.57	\$5.43	\$0.00	\$85.34
ELECTRICIANS LOCAL 96							

For apprentice rates see "Apprentice- ELECTRICIAN"

FIREMAN (ASST. ENGINEER)	6/1/2026	\$47.55	\$17.05	\$13.35	\$3.25	\$0.00	\$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$48.73	\$17.05	\$13.35	\$3.25	\$0.00	\$82.38
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS	12/1/2026	\$29.21	\$10.90	\$9.75	\$9.21	\$0.00	\$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FLOORCOVERER	3/1/2024	\$48.93	\$10.33	\$11.47	\$8.80	\$0.00	\$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER							
Effective Date: 3/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$24.47	\$10.33	\$0.00	\$1.76	\$0.00	\$36.56
2	55.00	\$26.91	\$10.33	\$0.00	\$1.76	\$0.00	\$39.00
3	60.00	\$29.36	\$10.33	\$0.00	\$3.52	\$0.00	\$43.21
4	65.00	\$31.80	\$10.33	\$0.00	\$3.52	\$0.00	\$45.65
5	70.00	\$34.25	\$10.33	\$11.47	\$5.28	\$0.00	\$61.33
6	75.00	\$36.70	\$10.33	\$11.47	\$5.28	\$0.00	\$63.78
7	80.00	\$39.14	\$10.33	\$11.47	\$7.04	\$0.00	\$67.98
8	85.00	\$41.59	\$10.33	\$11.47	\$7.04	\$0.00	\$70.43

Apprentice Notes
Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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

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	\$49.06	\$10.35	\$12.00	\$12.60	\$0.00	\$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

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	\$24.53	\$10.35	\$0.00	\$0.00	\$0.00	\$34.88
2	55.00	\$26.98	\$10.35	\$0.00	\$6.88	\$0.00	\$44.21
3	60.00	\$29.44	\$10.35	\$0.00	\$7.50	\$0.00	\$47.29
4	65.00	\$31.89	\$10.35	\$0.00	\$8.13	\$0.00	\$50.37
5	70.00	\$34.34	\$10.35	\$12.00	\$8.75	\$0.00	\$65.44
6	75.00	\$36.80	\$10.35	\$12.00	\$9.38	\$0.00	\$68.53
7	80.00	\$39.25	\$10.35	\$12.00	\$10.00	\$0.00	\$71.60
8	90.00	\$44.15	\$10.35	\$12.00	\$11.25	\$0.00	\$77.75

Apprentice to Journeyworker Ratio: 1:1

HOISTING ENGINEER/CRANES/GRADALLS	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							

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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							
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025 7/1/2026 1/1/2027	\$43.48 \$43.48 \$43.48	\$12.94 \$13.24 \$13.54	\$11.01 \$11.01 \$11.01	\$8.72 \$9.92 \$11.12	\$2.13 \$2.13 \$2.13	\$78.28 \$79.78 \$81.28
	7/1/2027 1/1/2028	\$44.98 \$46.48	\$13.54 \$13.54	\$11.01 \$11.01	\$11.12 \$11.12	\$2.13 \$2.13	\$82.78 \$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/7/2025 9/6/2026	\$48.16 \$49.38	\$14.98 \$15.96	\$14.30 \$14.57	\$5.30 \$5.43	\$0.00 \$0.00	\$82.74 \$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2025 7/1/2026 1/1/2027	\$43.48 \$43.48 \$43.48	\$12.94 \$13.24 \$13.54	\$11.01 \$11.01 \$11.01	\$8.72 \$9.92 \$11.12	\$2.13 \$2.13 \$2.13	\$78.28 \$79.78 \$81.28
	7/1/2027 1/1/2028	\$44.98 \$46.48	\$13.54 \$13.54	\$11.01 \$11.01	\$11.12 \$11.12	\$2.13 \$2.13	\$82.78 \$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING - WATER) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.11	\$0.00	\$72.17
LABORERS - ZONE 2	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.11	\$0.00	\$73.61
	6/1/2027	\$45.30	\$10.90	\$9.75	\$9.11	\$0.00	\$75.06
	12/1/2027	\$46.75	\$10.90	\$9.75	\$9.11	\$0.00	\$76.51
	6/1/2028	\$48.25	\$10.90	\$9.75	\$9.11	\$0.00	\$78.01
	12/1/2028	\$49.75	\$10.90	\$9.75	\$9.11	\$0.00	\$79.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$42.41	\$10.90	\$9.75	\$9.21	\$0.00	\$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.85	\$10.90	\$9.75	\$9.21	\$0.00	\$73.71

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS)	9/1/2025	\$54.31	\$14.75	\$9.52	\$10.09	\$0.00	\$88.67
HEAT & FROST INSULATORS LOCAL 6	9/1/2026	\$57.38	\$14.75	\$9.52	\$10.09	\$0.00	\$91.74
HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)							

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$27.16	\$14.75	\$9.27	\$5.05	\$0.00	\$56.23
2	60.00	\$32.59	\$14.75	\$9.32	\$6.05	\$0.00	\$62.71
3	70.00	\$38.02	\$14.75	\$9.37	\$7.06	\$0.00	\$69.20
4	80.00	\$43.45	\$14.75	\$9.42	\$8.07	\$0.00	\$75.69

Apprentice: INSULATOR (PIPES & TANKS)							
Effective Date: 9/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$28.69	\$14.75	\$9.27	\$5.05	\$0.00	\$57.76
2	60.00	\$34.43	\$14.75	\$9.32	\$6.05	\$0.00	\$64.55
3	70.00	\$40.17	\$14.75	\$9.37	\$7.06	\$0.00	\$71.35
4	80.00	\$45.90	\$14.75	\$9.42	\$8.07	\$0.00	\$78.14

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	9/16/2025	\$57.57	\$9.05	\$12.75	\$14.50	\$0.00	\$93.87
IRONWORKERS LOCAL 7							
IRONWORKERS LOCAL 7 (WORCESTER AREA)							

Apprentice: IRONWORKER/WELDER							
Effective Date: 9/16/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$34.54	\$9.05	\$12.75	\$4.50	\$0.00	\$60.84
2	75.00	\$43.18	\$9.05	\$12.75	\$4.50	\$0.00	\$69.48
3	85.00	\$48.93	\$9.05	\$12.75	\$4.50	\$0.00	\$75.23

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

Apprentice: LABORER							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.11	\$0.00	\$54.76
2	70.00	\$29.16	\$10.90	\$9.75	\$9.11	\$0.00	\$58.92
3	80.00	\$33.33	\$10.90	\$9.75	\$9.11	\$0.00	\$63.09
4	90.00	\$37.49	\$10.90	\$9.75	\$9.11	\$0.00	\$67.25

Apprentice: LABORER							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.11	\$0.00	\$55.62
2	70.00	\$30.17	\$10.90	\$9.75	\$9.11	\$0.00	\$59.93
3	80.00	\$34.48	\$10.90	\$9.75	\$9.11	\$0.00	\$64.24
4	90.00	\$38.79	\$10.90	\$9.75	\$9.11	\$0.00	\$68.55

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 6/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.00	\$10.90	\$9.75	\$9.21	\$0.00	\$54.86
2	70.00	\$29.16	\$10.90	\$9.75	\$9.21	\$0.00	\$59.02
3	80.00	\$33.33	\$10.90	\$9.75	\$9.21	\$0.00	\$63.19
4	90.00	\$37.49	\$10.90	\$9.75	\$9.10	\$0.00	\$67.24

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: LABORER (HEAVY & HIGHWAY)							
Effective Date: 12/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	\$25.86	\$10.90	\$9.75	\$9.21	\$0.00	\$55.72
2	70.00	\$30.17	\$10.90	\$9.75	\$9.21	\$0.00	\$60.03
3	80.00	\$34.48	\$10.90	\$9.75	\$9.21	\$0.00	\$64.34
4	90.00	\$38.79	\$10.90	\$9.75	\$9.21	\$0.00	\$68.65
Apprentice to Journeyworker Ratio: 1:5							
LABORER: CARPENTER TENDER LABORERS	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS - ZONE 2	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS	6/1/2026	\$41.75	\$10.90	\$9.75	\$9.65	\$0.00	\$72.05
LABORERS - ZONE 2	12/7/2026	\$43.19	\$10.90	\$9.75	\$9.65	\$0.00	\$73.49
	6/7/2027	\$44.64	\$10.90	\$9.75	\$9.65	\$0.00	\$74.94
	12/6/2027	\$46.09	\$10.90	\$9.75	\$9.65	\$0.00	\$76.39
	6/5/2028	\$47.59	\$10.90	\$9.75	\$9.65	\$0.00	\$77.89
	12/4/2028	\$49.09	\$10.90	\$9.75	\$9.65	\$0.00	\$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.11	\$0.00	\$71.42
LABORERS	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.11	\$0.00	\$72.86
LABORERS - ZONE 2	6/1/2027	\$44.55	\$10.90	\$9.75	\$9.11	\$0.00	\$74.31
	12/1/2027	\$46.00	\$10.90	\$9.75	\$9.11	\$0.00	\$75.76
	6/1/2028	\$47.50	\$10.90	\$9.75	\$9.11	\$0.00	\$77.26
	12/1/2028	\$49.00	\$10.90	\$9.75	\$9.11	\$0.00	\$78.76

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	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

MARBLE & TILE FINISHERS	2/1/2026	\$52.08	\$12.84	\$15.57	\$5.78	\$0.00	\$86.27
BRICKLAYERS LOCAL 3	8/1/2026	\$53.84	\$12.84	\$15.57	\$5.78	\$0.00	\$88.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$54.96	\$12.84	\$15.57	\$5.78	\$0.00	\$89.15

Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.04	\$12.84	\$15.57	\$5.78	\$0.00	\$60.23
2	60.00	\$31.25	\$12.84	\$15.57	\$5.78	\$0.00	\$65.44
3	70.00	\$36.46	\$12.84	\$15.57	\$5.78	\$0.00	\$70.65
4	80.00	\$41.66	\$12.84	\$15.57	\$5.78	\$0.00	\$75.85
5	90.00	\$46.87	\$12.84	\$15.57	\$5.78	\$0.00	\$81.06

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: MARBLE & TILE FINISHERS							
Effective Date: 8/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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 to Journeyworker Ratio: 1:5							
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	\$67.97	\$12.84	\$15.57	\$7.99	\$0.00	\$104.37
BRICKLAYERS LOCAL 3	8/1/2026	\$70.17	\$12.84	\$15.57	\$7.99	\$0.00	\$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	\$71.57	\$12.84	\$15.57	\$7.99	\$0.00	\$107.97
Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.99	\$12.84	\$15.57	\$7.99	\$0.00	\$70.39
2	60.00	\$40.78	\$12.84	\$15.57	\$7.99	\$0.00	\$77.18
3	70.00	\$47.58	\$12.84	\$15.57	\$7.99	\$0.00	\$83.98
4	80.00	\$54.38	\$12.84	\$15.57	\$7.99	\$0.00	\$90.78
5	90.00	\$61.17	\$12.84	\$15.57	\$7.99	\$0.00	\$97.57
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 to Journeyworker Ratio: 1:5							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	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"							
MECHANICS MAINTENANCE	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"							
MILLWRIGHT (Zone 2)	1/5/2026	\$46.86	\$10.58	\$11.47	\$10.00	\$0.00	\$78.91

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)							
Effective Date: 1/5/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	\$25.77	\$10.58	\$0.00	\$5.50	\$0.00	\$41.85
2	65.00	\$30.46	\$10.58	\$0.00	\$6.50	\$0.00	\$47.54
3	75.00	\$35.15	\$10.58	\$11.47	\$7.50	\$0.00	\$64.70
4	85.00	\$39.83	\$10.58	\$11.47	\$8.50	\$0.00	\$70.38

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

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
OPERATING ENGINEERS LOCAL 4	12/1/2026	\$25.74	\$17.05	\$13.35	\$3.25	\$0.00	\$59.39
OPERATING ENGINEERS LOCAL 4							

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	12/1/2026	\$31.97	\$17.05	\$13.35	\$3.25	\$0.00	\$65.62
OPERATING ENGINEERS LOCAL 4							

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	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"

PAINTER (BRIDGES/TANKS)	1/1/2026	\$59.56	\$10.35	\$12.00	\$12.50	\$0.00	\$94.41
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Painter Traffic Markings (Heavy/Highway)	6/1/2026	\$41.66	\$10.90	\$9.75	\$9.21	\$0.00	\$71.52
Laborers	12/1/2026	\$43.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.96
Laborers - Zone 2 (Heavy & Highway)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Panel & Pickup Trucks Driver	6/1/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$0.00	\$79.73
Teamsters Joint Council No. 10	12/1/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$0.00	\$81.47
Teamsters Joint Council No. 10 Zone B	1/1/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$0.00	\$82.07

Pier and Dock Constructor (Underpinning and Deck)	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
Pile Driver Local 56							
Pile Driver Local 56 (Zone 2)							

For apprentice rates see "Apprentice- PILE DRIVER"

Pile Driver	8/1/2024	\$51.97	\$10.08	\$11.62	\$12.67	\$0.00	\$86.34
Pile Driver Local 56							
Pile Driver Local 56 (Zone 2)							

Apprentice: PILE DRIVER							
Effective Date: 8/1/2024							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$23.39	\$10.08	\$0.00	\$2.53	\$0.00	\$36.00
2	55.00	\$28.58	\$10.08	\$0.00	\$5.07	\$0.00	\$43.73
3	70.00	\$36.38	\$10.08	\$11.62	\$7.60	\$0.00	\$65.68
4	80.00	\$41.58	\$10.08	\$11.62	\$10.14	\$0.00	\$73.42

Apprentice to Journeyworker Ratio: 1:5

Pipelayer	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
Laborers	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
Laborers - Zone 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

Pipelayer (Heavy & Highway)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
Laborers	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
Laborers - Zone 2 (Heavy & Highway)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Plumber & Pipefitter	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
Plumbers Local 4							
Plumbers Local 4							

Apprentice: PLUMBER & PIPEFITTER							
Effective Date: 3/1/2026							
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: PLUMBER & PIPEFITTER							
Effective Date: 3/1/2026							
	Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment Total Rate
	1	40.00	\$22.36	\$13.10	\$0.00	\$0.00	\$0.00 \$35.46
	2	50.00	\$27.95	\$13.10	\$0.00	\$0.00	\$0.00 \$41.05
	3	60.00	\$33.54	\$13.10	\$0.00	\$0.00	\$0.00 \$46.64
	4	70.00	\$39.13	\$13.10	\$0.00	\$8.06	\$0.00 \$60.29
	5	80.00	\$44.72	\$13.10	\$0.00	\$8.06	\$0.00 \$65.88
Apprentice to Journeyworker Ratio: 1:3							
PNEUMATIC CONTROLS (TEMP.) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026 12/1/2026 6/1/2027 12/1/2027 6/1/2028 12/1/2028	\$41.91 \$43.35 \$44.80 \$46.25 \$47.75 \$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67 \$73.11 \$74.56 \$76.01 \$77.51 \$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026 12/1/2026	\$41.91 \$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77 \$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	6/1/2026 12/1/2026 6/1/2027 12/1/2027 6/1/2028 12/1/2028	\$42.66 \$44.10 \$45.55 \$47.00 \$48.50 \$50.00	\$10.90	\$9.75	\$9.11	\$0.00	\$72.42 \$73.86 \$75.31 \$76.76 \$78.26 \$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026 12/1/2026	\$42.66 \$44.10	\$10.90	\$9.75	\$9.21	\$0.00	\$72.52 \$73.96
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 12/1/2026	\$59.38 \$60.83	\$17.05	\$13.35	\$3.25	\$0.00	\$93.03 \$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026 12/1/2026	\$58.70 \$60.14	\$17.05	\$13.35	\$3.25	\$0.00	\$92.35 \$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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 DRIVER TEAMSTERS 170 TEAMSTERS 170 - Dauphinais (Bellingham)	1/1/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$0.00	\$45.01
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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 LABORERS	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS - ZONE 2	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	\$53.53	\$14.53	\$12.67	\$9.03	\$0.00	\$89.76
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Apprentice: ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)							
Effective Date: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$26.77	\$14.53	\$6.52	\$9.03	\$0.00	\$56.85
2	60.00	\$32.12	\$14.53	\$12.67	\$9.03	\$0.00	\$68.35
3	65.00	\$34.79	\$14.53	\$12.67	\$9.03	\$0.00	\$71.02
4	75.00	\$40.15	\$14.53	\$12.67	\$9.03	\$0.00	\$76.38
5	85.00	\$45.50	\$14.53	\$12.67	\$9.03	\$0.00	\$81.73

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	2/1/2026	\$53.78	\$14.53	\$12.67	\$9.03	\$0.00	\$90.01
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For apprentice rates see "Apprentice- ROOFER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	7/1/2025	\$43.48	\$12.94	\$11.01	\$8.72	\$2.13	\$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	\$43.48	\$13.24	\$11.01	\$9.92	\$2.13	\$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	\$43.48	\$13.54	\$11.01	\$11.12	\$2.13	\$81.28
	7/1/2027	\$44.98	\$13.54	\$11.01	\$11.12	\$2.13	\$82.78
	1/1/2028	\$46.48	\$13.54	\$11.01	\$11.12	\$2.13	\$84.28

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.82	\$4.95	\$0.00	\$0.85	\$31.19
2	50.00	\$21.74	\$6.47	\$5.51	\$0.00	\$0.94	\$34.66
3	55.00	\$23.91	\$7.12	\$9.91	\$0.00	\$1.15	\$42.09
4	60.00	\$26.09	\$7.76	\$9.91	\$0.00	\$1.23	\$44.99
5	65.00	\$28.26	\$8.41	\$9.91	\$0.00	\$1.31	\$47.89
6	70.00	\$30.44	\$9.06	\$9.91	\$0.00	\$1.39	\$50.80
7	75.00	\$32.61	\$9.71	\$9.91	\$0.00	\$1.47	\$53.70
8	80.00	\$34.78	\$10.35	\$9.91	\$8.72	\$1.78	\$65.54
9	85.00	\$36.96	\$11.00	\$9.91	\$8.72	\$1.86	\$68.45
10	90.00	\$39.13	\$11.65	\$9.91	\$8.72	\$1.94	\$71.35

Apprentice: SHEETMETAL WORKER							
Effective Date: 7/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	\$19.57	\$5.96	\$4.95	\$0.00	\$0.85	\$31.33
2	50.00	\$21.74	\$6.62	\$5.51	\$0.00	\$0.94	\$34.81
3	55.00	\$23.91	\$7.28	\$9.91	\$0.00	\$1.15	\$42.25
4	60.00	\$26.09	\$7.94	\$9.91	\$0.00	\$1.23	\$45.17
5	65.00	\$28.26	\$8.60	\$9.91	\$0.00	\$1.31	\$48.08
6	70.00	\$30.44	\$9.27	\$9.91	\$0.00	\$1.39	\$51.01
7	75.00	\$32.61	\$9.93	\$9.91	\$0.00	\$1.47	\$53.92
8	80.00	\$34.78	\$10.59	\$9.91	\$9.92	\$1.78	\$66.98
9	85.00	\$36.96	\$11.25	\$9.91	\$9.92	\$1.86	\$69.90
10	90.00	\$39.13	\$11.92	\$9.91	\$9.92	\$1.94	\$72.82

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$0.00	\$80.48
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$0.00	\$82.22
	1/1/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$0.00	\$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550	1/1/2026	\$72.05	\$13.45	\$7.45	\$18.25	\$0.00	\$111.20

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

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 OPERATING ENGINEERS LOCAL 4	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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3	2/1/2026	\$66.89	\$12.84	\$15.57	\$8.02	\$0.00	\$103.32
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: 2/1/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$33.45	\$12.84	\$15.57	\$8.02	\$0.00	\$69.88
2	60.00	\$40.13	\$12.84	\$15.57	\$8.02	\$0.00	\$76.56
3	70.00	\$46.82	\$12.84	\$15.57	\$8.02	\$0.00	\$83.25
4	80.00	\$53.51	\$12.84	\$15.57	\$8.02	\$0.00	\$89.94
5	90.00	\$60.20	\$12.84	\$15.57	\$8.02	\$0.00	\$96.63

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 to Journeyworker Ratio: 1:5							
TEST BORING DRILLER LABORERS	6/1/2026	\$53.25	\$10.90	\$9.75	\$9.80	\$0.00	\$83.70
LABORERS - FOUNDATION AND MARINE	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	6/1/2026	\$49.37	\$10.90	\$9.75	\$9.80	\$0.00	\$79.82
LABORERS - FOUNDATION AND MARINE	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	6/1/2026	\$49.25	\$10.90	\$9.75	\$9.80	\$0.00	\$79.70
LABORERS - FOUNDATION AND MARINE	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	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
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$0.00	\$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$0.00	\$82.51
	1/1/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR LABORERS	6/1/2026	\$61.48	\$10.90	\$9.75	\$10.25	\$0.00	\$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	\$62.98	\$10.90	\$9.75	\$10.25	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS	6/1/2026	\$63.48	\$10.90	\$9.75	\$10.25	\$0.00	\$94.38
LABORERS (COMPRESSED AIR)	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	6/1/2026	\$53.55	\$10.90	\$9.75	\$10.25	\$0.00	\$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$55.05	\$10.90	\$9.75	\$10.25	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS	6/1/2026	\$55.55	\$10.90	\$9.75	\$10.25	\$0.00	\$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	\$57.05	\$10.90	\$9.75	\$10.25	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$0.00	\$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$0.00	\$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/7/2025	\$36.12	\$14.98	\$13.94	\$3.97	\$0.00	\$69.01
ELECTRICIANS LOCAL 96	9/6/2026	\$37.04	\$15.96	\$14.20	\$4.07	\$0.00	\$71.27
ELECTRICIANS LOCAL 96							

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/7/2025							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.06	\$14.98	\$0.54	\$3.97	\$0.00	\$37.55
2	55.00	\$19.87	\$14.98	\$0.60	\$3.97	\$0.00	\$39.42
3	60.00	\$21.67	\$14.98	\$13.51	\$3.97	\$0.00	\$54.13
4	65.00	\$23.48	\$14.98	\$13.56	\$3.97	\$0.00	\$55.99
5	70.00	\$25.28	\$14.98	\$13.62	\$3.97	\$0.00	\$57.85
6	75.00	\$27.09	\$14.98	\$13.67	\$3.97	\$0.00	\$59.71
7	80.00	\$28.90	\$14.98	\$13.73	\$3.97	\$0.00	\$61.58
8	85.00	\$30.70	\$14.98	\$13.78	\$3.97	\$0.00	\$63.43

Apprentice: VOICE-DATA-VIDEO TECHNICIAN							
Effective Date: 9/6/2026							
Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	\$18.52	\$15.96	\$0.56	\$4.07	\$0.00	\$39.11
2	55.00	\$20.37	\$15.96	\$0.61	\$4.07	\$0.00	\$41.01
3	60.00	\$22.22	\$15.96	\$13.76	\$4.07	\$0.00	\$56.01
4	65.00	\$24.08	\$15.96	\$13.81	\$4.07	\$0.00	\$57.92
5	70.00	\$25.93	\$15.96	\$13.87	\$4.07	\$0.00	\$59.83
6	75.00	\$27.78	\$15.96	\$13.92	\$4.07	\$0.00	\$61.73
7	80.00	\$29.63	\$15.96	\$13.98	\$4.07	\$0.00	\$63.64
8	85.00	\$31.48	\$15.96	\$14.03	\$4.07	\$0.00	\$65.54

Apprentice to Journeyworker Ratio: 1:1

WAGON DRILL OPERATOR	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.11	\$0.00	\$71.67
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.11	\$0.00	\$73.11
LABORERS - ZONE 2	6/1/2027	\$44.80	\$10.90	\$9.75	\$9.11	\$0.00	\$74.56
	12/1/2027	\$46.25	\$10.90	\$9.75	\$9.11	\$0.00	\$76.01
	6/1/2028	\$47.75	\$10.90	\$9.75	\$9.11	\$0.00	\$77.51
	12/1/2028	\$49.25	\$10.90	\$9.75	\$9.11	\$0.00	\$79.01

For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	6/1/2026	\$41.91	\$10.90	\$9.75	\$9.21	\$0.00	\$71.77
LABORERS	12/1/2026	\$43.35	\$10.90	\$9.75	\$9.21	\$0.00	\$73.21
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

WASTE WATER PUMP OPERATOR	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"

WATER METER INSTALLER	3/1/2026	\$55.90	\$13.10	\$9.71	\$8.06	\$0.00	\$86.77
PLUMBERS LOCAL 4							
PLUMBERS LOCAL 4							

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.