

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

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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.

- 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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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>(Witness)</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)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ _____

Column 8

- 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

Company: _____ *(Corporate Seal)*

Signature: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

Name and Title: _____

Address: _____



Document A312' - 2010

Payment 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:
Amount: \$
Description:

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Signature:

SURETY

Company: *(Corporate Seal)*
Signature:

Name and Title: _____
Name and Title: _____
(Any additional signatures appear on the last page of this Payment 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.

Init.

§ 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.

Init.

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3

§ 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: _____
Address:

Name and Title: _____
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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