

The Administrative Bulletin: Commonwealth Leasing and Real Estate Activity

Date: 2/17/2025

Organization: Executive Office for Administration and Finance

Referenced Sources: M.G.L c.23A. s.3A; M.G.L. c.30 s.62; M.G.L. c.149 s.26-27C; Executive Order 594

The purpose of this Bulletin is to establish policy principles and requirements for Commonwealth leasing and real estate activity.

Table of Contents

- Purpose and Scope
- Guidelines
- Links
- A&F Secretary Approval and Effective Date
- Contact

Purpose and Scope

Effective February 17, 2025, all state entities subject to the provisions of M.G.L. chapter 7C, sections 7 and 32-42 inclusive must comply with the following updated policy, in order to ensure that Commonwealth leasing and real estate activity is conducted in alignment with key policy goals including:

- Prioritizing the location of state investments in Gateway Cities, environmental justice areas, and other areas where they can play a role in revitalizing and stabilizing the economies of underserved communities.
- Encouraging participation by individuals and businesses from under-represented groups as vendors, developers and in the workforce.
- Advancing climate and decarbonization objectives in programming, siting, design & construction, and other real estate and property decision-making.
- Ensuring workers are protected and share in the benefits when larger public facilities are developed using public private partnerships.

Leasing and Real Estate Principles

To advance the objectives outlined above, executive departments working with the Executive Office for Administration and Finance's Division of Capital Asset Management and Maintenance (DCAMM) shall consider the following principles in their real estate activities on behalf of the Commonwealth:

1. In solicitations for procurement of leased property for the Commonwealth, occupant entities and DCAMM should prioritize locations that meet the following criteria (as applicable) to the greatest extent possible consistent with the service requirements of the procurement:
 - a. Locations that are accessible to the client populations serviced by the leasing entity.
 - b. Locations within the boundaries of Gateway Municipalities as defined in M.G.L. c. 23A, s. 3A.
 - c. Locations in Environmental Justice Population neighborhoods as defined in M.G.L. c. 30, s. 62.
 - d. Locations with scores of 60 or greater on the Smart Location Index issued by the U.S. General Services Administration.
2. To reduce the Commonwealth's climate impacts, agencies and DCAMM should aim for new lease agreements or lease extensions that have no net increase in square footage beyond modest variations caused by existing architectural conditions. Where a new or extended lease agreement or lease extension increases usable square footage, agencies are encouraged to offset that increase in the future by the designation of an equal or greater amount of usable square footage of state-controlled facilities for demolition, disposition, or lease revision or termination.

Leasing and Real Estate Requirements

To advance the objectives outlined above, executive departments working with DCAMM are required to implement the following guidelines in their real estate activities on behalf of the Commonwealth:

1. In the absence of an explicit and documented geographic necessity to do so, DCAMM shall not lease property located in an Environmental Justice Population neighborhood for a use that creates an Environmental Burden, as defined in M.G.L. c. 30, s. 62.
2. As set forth in Section 4.E. of Executive Order 594, all leasing procurements shall incorporate the following criteria:
 - a. Compliance with or exceeding current building energy codes;
 - b. Meeting environmental criteria and receiving applicable environmental certifications;
 - c. Compliance with municipal energy disclosure ordinances;

CONFIDENTIAL DRAFT FOR POLICY DEVELOPMENT

- d. Compliance with state recycling requirements;
 - e. Access to electric vehicle charging stations;
 - f. Siting near public transportation and accessibility for pedestrians and cyclists; and
 - g. Other elements that contribute to reduced GHG emissions and/or reduced environmental impacts.
3. When disposing of state real property assets, whether through lease or sale, solicitations should require redevelopment projects involving 20,000 or more gross square feet of renovation or construction in a single building be designed and implemented consistent with the standards for new construction and building renovation, as applicable, established for Commonwealth projects in Sections 3 and 4 of Executive Order 594.
4. In all competitive solicitations involving real property acquisition or disposition by lease or purchase and sale, DCAMM shall include a provision that the proposer submit a written plan for how their project will create opportunities for individuals or groups from historically under-represented demographics and incorporate review of said plan as a comparative evaluation criterion.
5. For all public facilities occupied by state entities developed in leased property or through public-private partnerships facilitated by DCAMM that involve substantial renovation or new construction, designs shall emphasize universal design principles to create inclusive environments for all occupants regardless of ability, in addition to compliance with applicable laws and regulations of the Americans with Disabilities Act and the Massachusetts Architectural Access Board.
6. In all instances where DCAMM or any state entity working in partnership with DCAMM seeks authority from the Asset Management Board to enter into public private partnerships and/or lease terms exceeding ten years for projects that include the construction or renovation of facilities to be occupied and used by Commonwealth entities for the delivery of state government services, the construction shall be subject to the prevailing wage provisions of M.G.L. c. 149, sections 26-27C.

Exceptions

Where a leasing entity presents a compelling case that they have service needs that necessitate other geographic parameters (e.g., a marine research center that requires a coastal location or a regional service center that supports a specific area of the Commonwealth) or require space beyond what they currently occupy for similar services, alternative location criteria and size parameters to those described above may be considered by DCAMM and the leasing entity.

Compliance Reporting

The Commissioner of Capital Asset Management and Maintenance shall appropriately track compliance with these policy directives.

CONFIDENTIAL DRAFT FOR POLICY DEVELOPMENT

Links

For more information visit the Division of Capital Asset Management and Maintenance Real Estate website [ADD LINK].

A&F Secretary Approval and Effective Date

This Administrative Bulletin published by the Executive Office for Administration and Finance shall be effective as of February 17, 2025.

Matthew Gorzkowicz, Secretary
Effective Date February 17, 2025

Bridgewater State University

Hale Street Property (1.59 acres)

Bridgewater, MA

Appendix to Commonwealth of Massachusetts DCAMM Solicitation



Contents

I. Introduction.....3

II. Objective3

III. Background.....3

IV. Highlights of Opportunity.....3

V. Description of Property.....4

Parcel A: 106 Hale Street, Bridgewater, MA.....4

Attachments:

- A. Town of Bridgewater applicable zoning summaries.
- B. Comparable apartment rental rates in Bridgewater
- C. Town of Bridgewater 2024 household income summary

I. Introduction

Bridgewater State University (University, BSU) is providing this information in support of the Request for Proposals (RFP) issued by the Division of Capital Asset Management and Maintenance (DCAMM). The purpose is to provide local information for potential developers (Proposers) interested in providing a mixed-use development opportunity on a 1.59-acre site (the Property).

II. Objective

The University has identified this parcel for potential development. In order to improve BSU's financial stability with a focus on long-term sustainability, BSU is exploring ways to leverage and monetize this parcel.

The goals of BSU are to identify potential development for this parcel which:

- Optimize sale value to BSU
- Comply with the existing zoning requirements as applicable
- Are in accordance with BSU master plan and the Town of Bridgewater master plan
- Respect environmental conditions
- Acknowledge that our community consists of residential neighbors
- Are compatible with BSU's mission and values

III. Background

Bridgewater State University is a public university founded in 1840. BSU is an inclusive community dedicated to the lifelong success of all students, focused on the continuous improvement of its people, and responsible for leading innovation that benefits Southeastern Massachusetts, the Commonwealth, and the world.

Bridgewater State University is the tenth largest four-year College/University in Massachusetts. Today BSU has over 11,000 full-time and part-time students, 1,093 full-time employees, and 849 part-time employees. BSU has a vibrant campus with 50 buildings consisting of 2 million square feet of space on 275 acres. The Property is adjacent to the BSU campus.

IV. Highlights of Opportunity

The Property presents a number of attractive features as a site for development.

- **Proximity to major cities:** The Bridgewater State University is located less than 30 miles from Boston, Massachusetts, and 35 miles from Providence, Rhode Island.
- **Readily available public transit:** The Property is within a half mile of the MBTA's Middleborough/Lakeville Commuter Rail stop at Bridgewater State University. The MBTA line is part of the new South Coast rail service that will begin in 2025.
- **Vehicular traffic:** The Property offers tremendous exposure to vehicular traffic.
- **Location on campus:** The Property is walking distance from all points of campus.
- **Opportunity Zone Designation:** The Property immediately abuts the Town of Bridgewater's Census tract 5612 which has been designated by the U.S. Treasury as a Federal Opportunity zone.

v. Neighborhood Description

The Town of Bridgewater recently enacted a Master Plan and updated zoning in the downtown district of the community to support mixed use and multi-family development. Within the district, the town has recently approved two projects that include a mix of retail, commercial, condominiums and apartments. Construction on these investments is expected to get underway in 2025.

Additionally, the Town of Bridgewater has initiated a transportation and pedestrian improvement plan for the district that will better connect the downtown area to the Commuter Rail Station and the University campus.

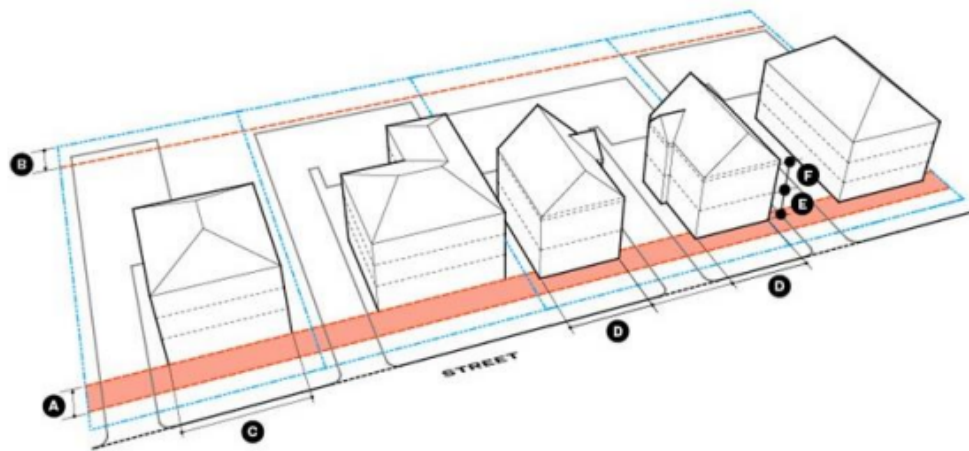
Attachment A

Flex Frontage 1. Illustrations And Intent.

These photos and statements are provided as illustrations of intent and are advisory only. They do not have the power of law. Refer to the standards on the following pages for the specific prescriptions and restrictions of the Flex Frontage Building 98 Envelope Standard. Where these photos or statements may be inconsistent with the regulations, the regulations prevail. The purpose of this frontage is to develop neighborhood-scale buildings with a range of uses and housing types. Neighborhood-friendly businesses are allowed and encouraged, especially at intersections and adjacent to the village and neighborhood center frontages. All building space along the street frontage shall be commercial, retail, office or restaurant uses.



2. Sitting



A Primary Front Setback (min/max)	10 ft	25 ft
Side Setback (min)	0 ft	
B Rear Setback (min)	20 ft	
Lot Coverage (max)	75%	
Building Separation (min)	12 ft	

3. Use & Elements

Ground Floor Fenestration (min/max)	30%	70%
Upper Story Fenestration (min/max)	20%	70%
Blank Wall (max)	20 ft	

4. Massing & Height

C Building width (max)	150 ft	
D Façade Build Out (min)	50%	
E Ground Story Height (min/max)	10 ft	20 ft
F Upper Story Height (min/max)	10 ft	12 ft
Ground Story Clear Height (min)	12 ft	
Upper Story Clear Height (min)	8 ft	
Building Height (max)	4 stories*	
Building Footprint (max)	3500 sf	

* Up to 5 stories is permitted for lots over 160,000 square feet provided the structure is behind FRONTAGE buildings on Broad Street, Spring Street or Plymouth Street and provided that any additional stories are occupied only by residential uses.

** If located behind FRONTAGE buildings, 8,000 sf is permitted.

5. Design Standards

a. Loading and servicing shall be to the rear and off the alley, if present.

b. For RESIDENTIAL UNITS on the GROUND STORY, the finished floor elevation shall be no less than 3 feet above the average elevation of the fronting sidewalk for the BES SITE. Alternatively, the windowsills can be raised to a maximum of five (5) feet if landscaping is provided between the building and the right-of-way.

9.8.7 General Architectural Standards

9.8.7.1 General Intent. The primary purposes of the General Architectural Standards, working in tandem with the Building Envelope Standards, are to:

1. reinforce, enhance, and support a vibrant and safe pedestrian environment through the application of high-quality materials and architectural designs and

2. to achieve an aesthetic that promotes a distinct visual identity, is rich in character, creates inviting public spaces, and is strengthened by the diversity and quality of its architecture and public spaces.

The character of new building facades should complement the materials and general scale of surrounding neighborhood buildings and, through the application of these standards, create a cohesive ensemble of buildings.

Attachment B



How much does it cost to rent an apartment in Bridgewater?

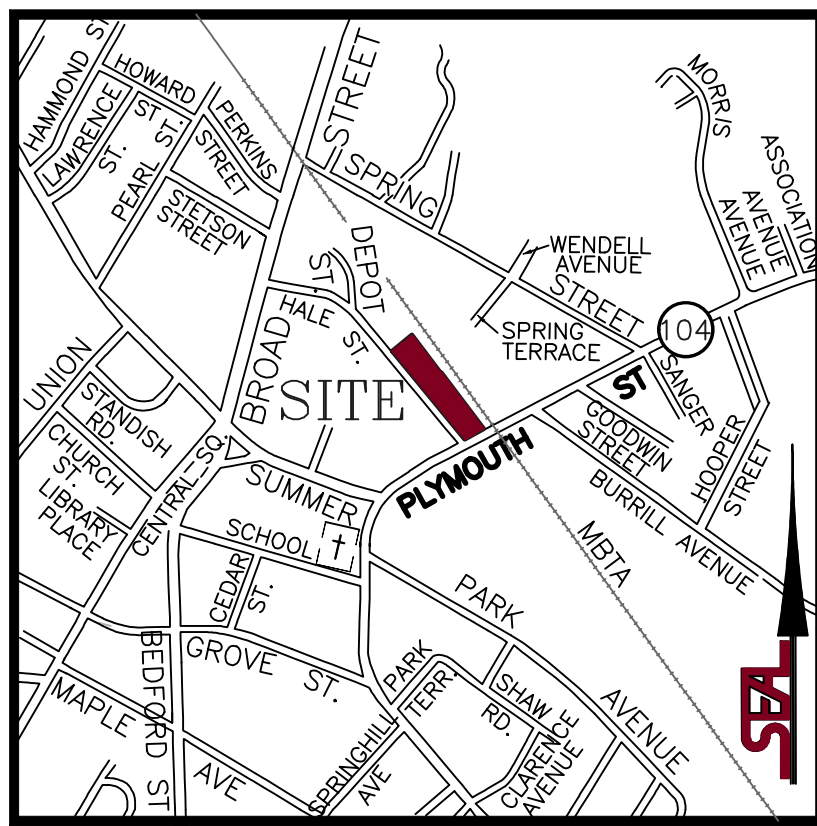
Bedroom	Average Rent	Cheapest Rent	Highest Rent
Bridgewater Studios	\$1,780	\$1,366	\$2,300
Bridgewater 1 bedroom	\$2,114	\$1,390	\$3,300
Bridgewater 2 bedroom	\$2,617	\$1,399	\$4,200
Bridgewater 3 bedroom	\$3,411	\$2,000	\$5,500

APARTMENT	UNITS	BEDROOMS	COST
DWELL 85	58	1	\$2450
AXIS LAKESIDE	289	1-2	\$2395-2995
VIVA LAKESHORE	300	STUDIO – 2 bedrooms	\$2095-3295

Attachment C

Town of Bridgewater 2024 household income summary:

1. Median Household Income - \$112,482
2. Median Home Price - \$621,014



LOCATION MAP (N.T.S.)

BRIDGEWATER STATE UNIVERSITY "HALE STREET PARKING LOT"

ASSESSOR'S MAP 34, LOT 233 & 234
106 HALE STREET
BRIDGEWATER, MASSACHUSETTS

SHEET

1 OF 5
2 OF 5
3 OF 5
4 OF 5
5 OF 5

CONTENTS

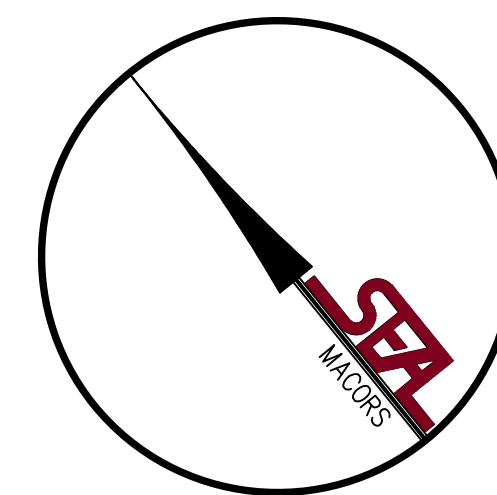
PREPARED BY: SILVA ENGINEERING ASSOCIATES
EXISTING CONDITIONS & DEMOLITION
SITE PLAN
CONSTRUCTION DETAILS
PREPARED BY: BR+A CONSULTING ENGINEERS
ELECTRICAL LAYOUT PLAN
ELECTRICAL DETAILS

LATEST DATE

9/27/2023
9/27/2023
9/27/2023
9/27/2023
9/27/2023

LAWRENCE P. SILVA, P.E. REG No. 33381-C

DATE



REVISIONS		
DATE	DRAWN	DESCRIPTION

PARCEL DATA:

ASSESSOR'S REFERENCE:
MAP 34, LOTS 233 & 234
CURRENT OWNER: COMMONWEALTH OF MASSACHUSETTS
1 ASHBURTON PLACE, BOSTON, MA 02108
DEED REFERENCE: BOOK 44352, PAGE 296
TOTAL AREA: 69,094 S.F. or 1.59 Acres

PLAN REFERENCES:

- LOT NUMBERS REFER TO THE TOWN OF BRIDGEWATER ASSESSOR'S MAP AND LOT NUMBERS.
- EXISTING CONDITION SURVEY WAS PERFORMED BY SILVA ENGINEERING ASSOCIATES P.C. ON NOVEMBER 11, 2022.
- PROPERTY LINE ILLUSTRATED ON THIS PLAN WAS OBTAINED FROM DEED BOOK 13196, PAGE 147.

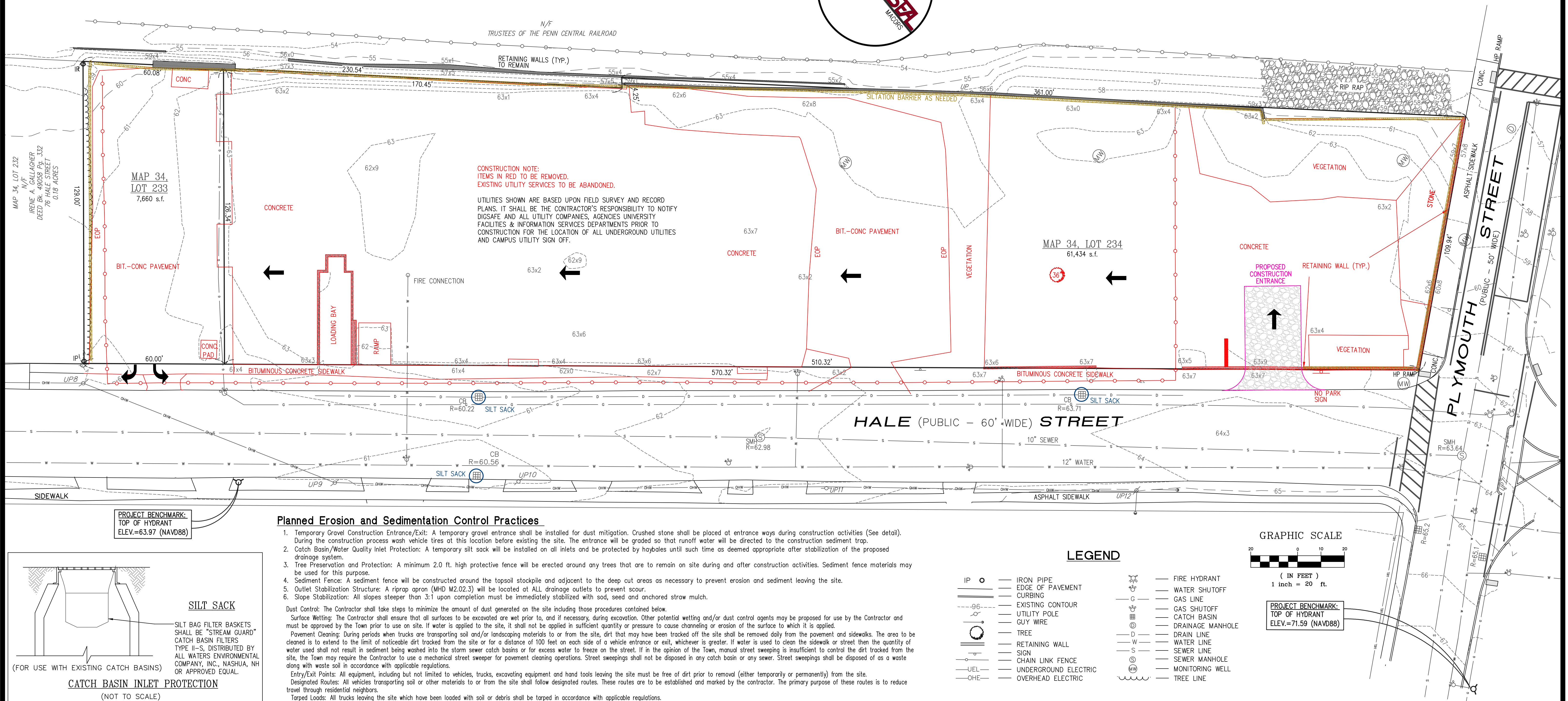
EXISTING CONDITIONS & DEMOLITION

SITE:
ASSESSOR'S MAP 34, LOT 233 & 234
106 HALE STREET
BRIDGEWATER, MASSACHUSETTS

PREPARED FOR:
BRIDGEWATER STATE UNIVERSITY

SEA SILVA ENGINEERING ASSOCIATES, P.C.
CIVIL ENGINEERS, LAND SURVEYORS
& ENVIRONMENTAL CONSULTANTS
1615 BEDFORD STREET
BRIDGEWATER, MA 02324
PHONE (508) 697-3100 FAX (508) 697-3136
www.silvaeng.com

SCALE	DRAWN	DATE	ACAD FILE	SHEET
1"=20'	MRE/LPS	9/27/23	B14083-SP1	1 OF 5



LEGEND

IP	IRON PIPE
—	EDGE OF PAVEMENT
—	CURBING
96x5	EXISTING SPOT GRADE
—96	EXISTING CONTOUR
—	UTILITY POLE
—	GUY WIRE
—	RETAINING WALL
—	SIGN
—	CHAIN LINK FENCE
—UEL	UNDERGROUND ELECTRIC
—OHE	OVERHEAD ELECTRIC
—	FIRE HYDRANT
—	WATER SHUTOFF
—	GAS LINE
—	GAS SHUTOFF
—	CATCH BASIN
—	DRAINAGE MANHOLE
—	DRAIN LINE
—	WATER LINE
—	SEWER LINE
—	SEWER MANHOLE
—	MONITORING WELL
—	TREE LINE
—	CONCRETE PARKING BUMPER
—	PROPOSED CONTOUR
—	PROPOSED SPOT GRADE
—	BOTTOM CURB ELEVATION
—	TOP CURB ELEVATION

ELECTRICAL LEGEND

SEE SHEET 4 & 5 FOR MORE LIGHTING INFORMATION/DETAILS (BY OTHERS)	
—	STANDARD UTILITY SERVICE HANDHOLE
—	HANDHOLE FOR SITE LIGHTING, SIZE 12"x18" WITH COMPOSITE COVER (TIER 15). TC=FOR TELECOM.
—	ELECTRIC VEHICLE (EV) CHARGER STATION
—	ELECTRIC VEHICLE (EV) CHARGER STATION "READY"
—	PROP. 25' LIGHT POLE ON CONCRETE BASE
—	(C) CAMERA
—	(P) PHONE

PARKING SUMMARY

81 TOTAL SPACES INCLUDING THE FOLLOWING:

—	4 HANDICAP SPACES
—	2 HANDICAP VAN SPACES
—	4 ELECTRIC VEHICLE SPACES
—	12 FUTURE ELECTRIC VEHICLE SPACES

PLANTING LEGEND

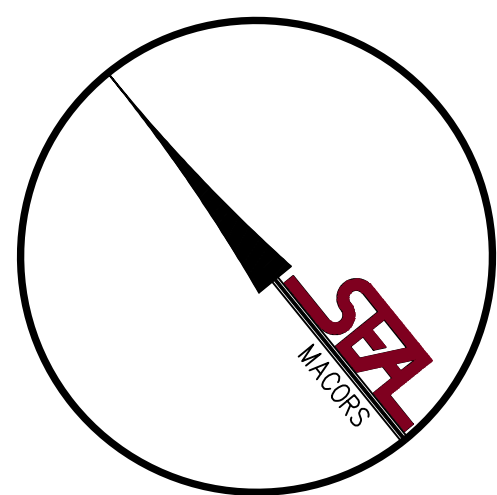
—	PERENNIALS
—	4' TO 5' TALL HEDGE
—	FLOWERING TREE
—	LARGE SHADE TREE
—	MULCH BED WITH LOW PLANTINGS

SIGN LEGEND

—	ONE WAY (2 TOTAL)
—	HANDICAP PARKING (6 TOTAL)
—	DO NOT ENTER (2 TOTAL)

LAWRENCE P. SILVA, P.E. REG No. 33381-C

DATE



'SITE PLAN'

SITE:
ASSESSOR'S MAP 34, LOT 233 & 234
106 HALE STREET
BRIDGEWATER, MASSACHUSETTS

PREPARED FOR:
BRIDGEWATER STATE UNIVERSITY

SEA SILVA
ENGINEERING
ASSOCIATES, P.C.
CIVIL ENGINEERS, LAND SURVEYORS
& ENVIRONMENTAL CONSULTANTS
1615 BEDFORD STREET
BRIDGEWATER, MA 02324
PHONE (508) 697-3100 FAX (508) 697-3136
www.silvaeng.com

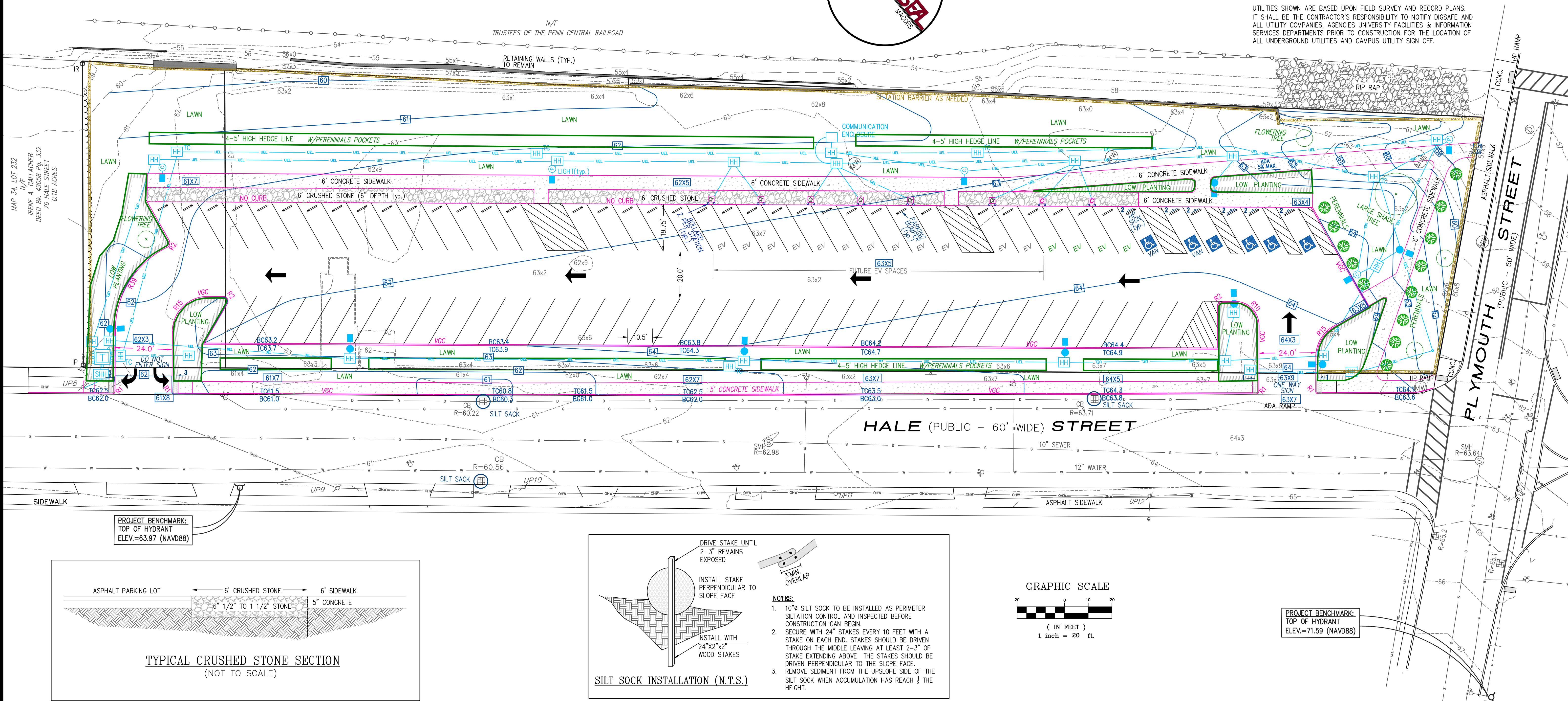
PARCEL DATA:

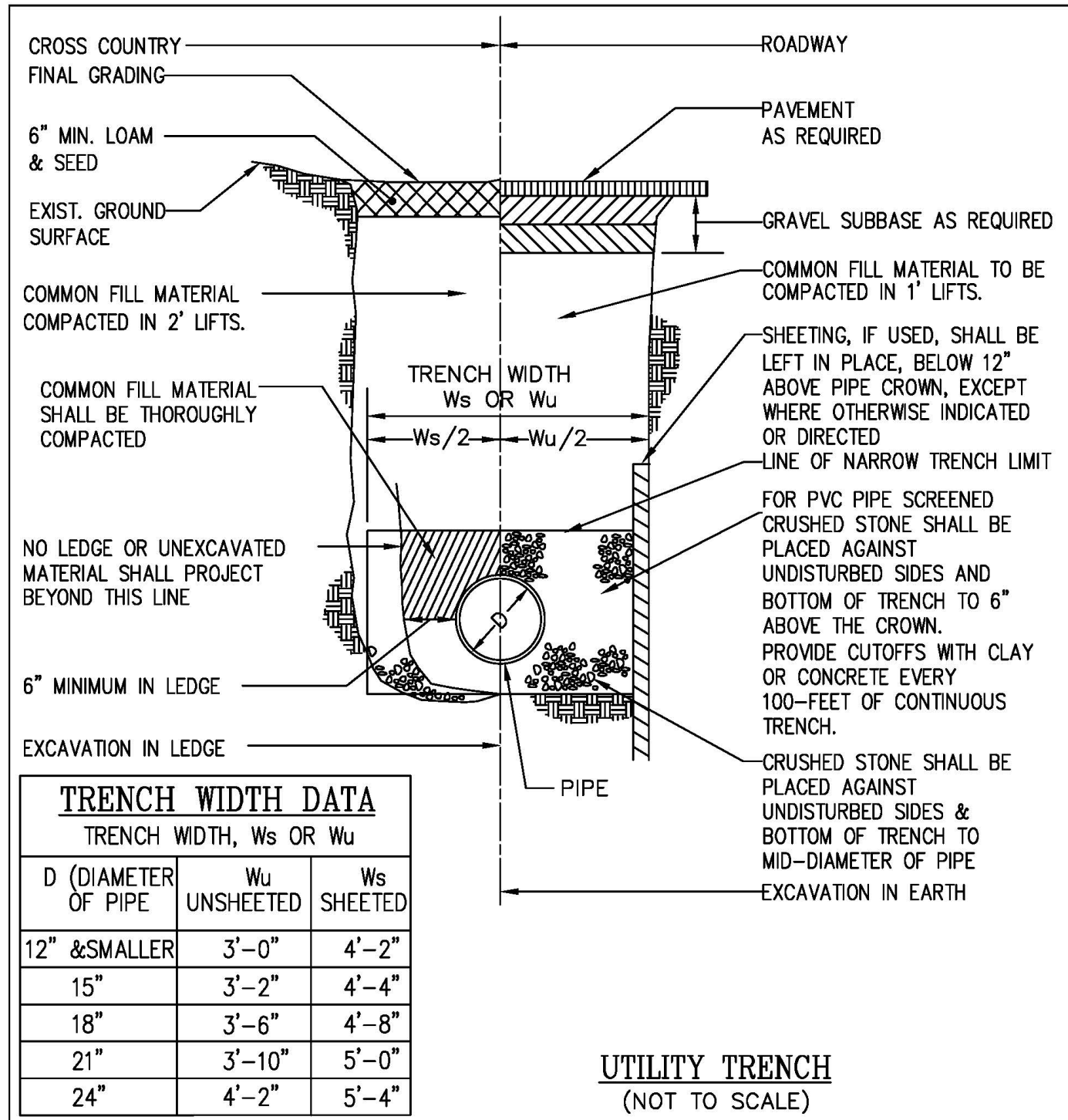
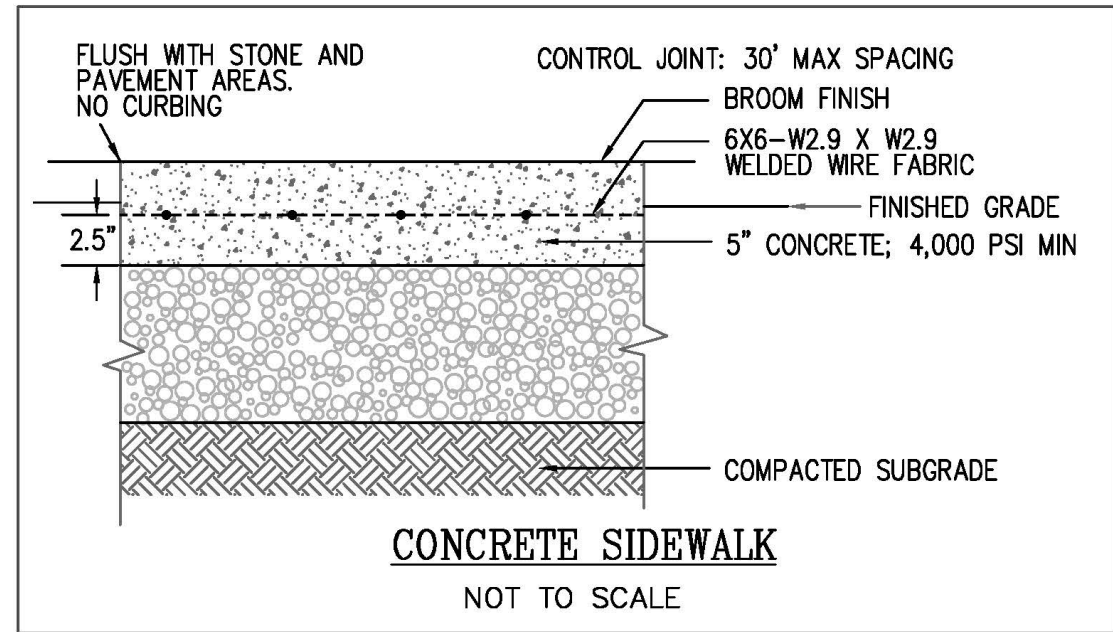
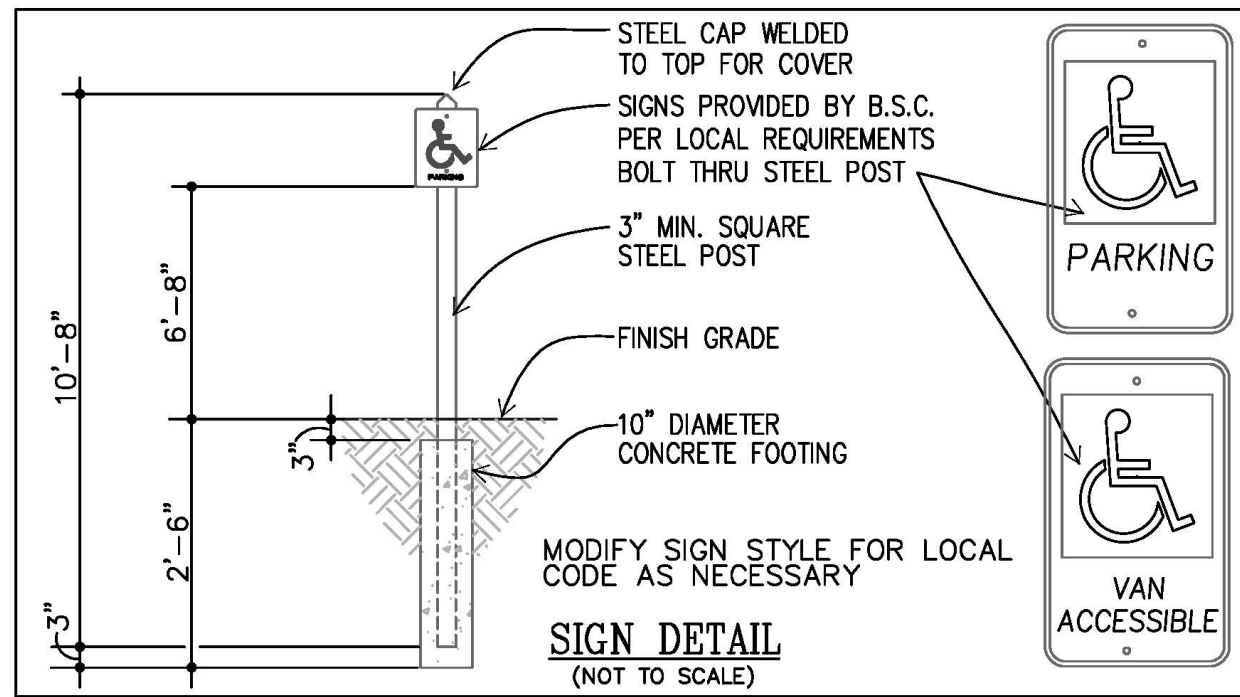
ASSESSOR'S REFERENCE:
MAP 34, LOTS 233 & 234
CURRENT OWNER: COMMONWEALTH OF MASSACHUSETTS
1 ASHBURTON PLACE, BOSTON, MA 02108
DEED REFERENCE: BOOK 44352, PAGE 296
TOTAL AREA: 69,094 S.F. or 1.59 Acres

PLAN REFERENCES:

- LOT NUMBERS REFER TO THE TOWN OF BRIDGEWATER ASSESSOR'S MAP AND LOT NUMBERS.
- EXISTING CONDITION SURVEY WAS PERFORMED BY SILVA ENGINEERING ASSOCIATES P.C. ON NOVEMBER 11, 2022.
- PROPERTY LINE ILLUSTRATED ON THIS PLAN WAS OBTAINED FROM DEED BOOK 13196, PAGE 147.

SCALE	DRAWN	DATE	ACAD FILE	SHEET
1"=20'	MRE/LPS	9/27/23	B14083-SP1	2 OF 5





REVISIONS		
DATE	DRAWN	DESCRIPTION

PARCEL DATA:

ASSESSOR'S REFERENCE:
 MAP 34, LOTS 233 & 234
 CURRENT OWNER: COMMONWEALTH OF MASSACHUSETTS
 1 ASHBURTON PLACE, BOSTON, MA 02108
 DEED REFERENCE: BOOK 44352, PAGE 296
 TOTAL AREA: 69,094 S.F. or 1.59 Acres

PLAN REFERENCES:

- LOT NUMBERS REFER TO THE TOWN OF BRIDGEWATER ASSESSOR'S MAP AND LOT NUMBERS.
- EXISTING CONDITION SURVEY WAS PERFORMED BY SILVA ENGINEERING ASSOCIATES P.C. ON NOVEMBER 11, 2022.
- PROPERTY LINE ILLUSTRATED ON THIS PLAN WAS OBTAINED FROM DEED BOOK 13196, PAGE 147.

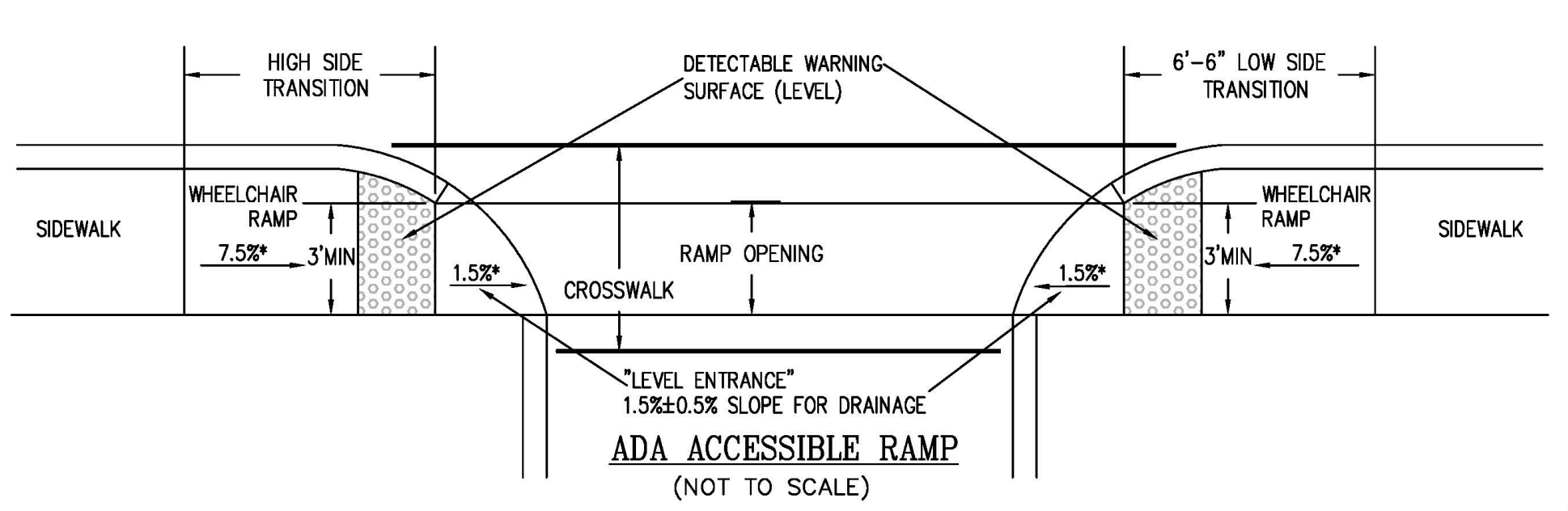
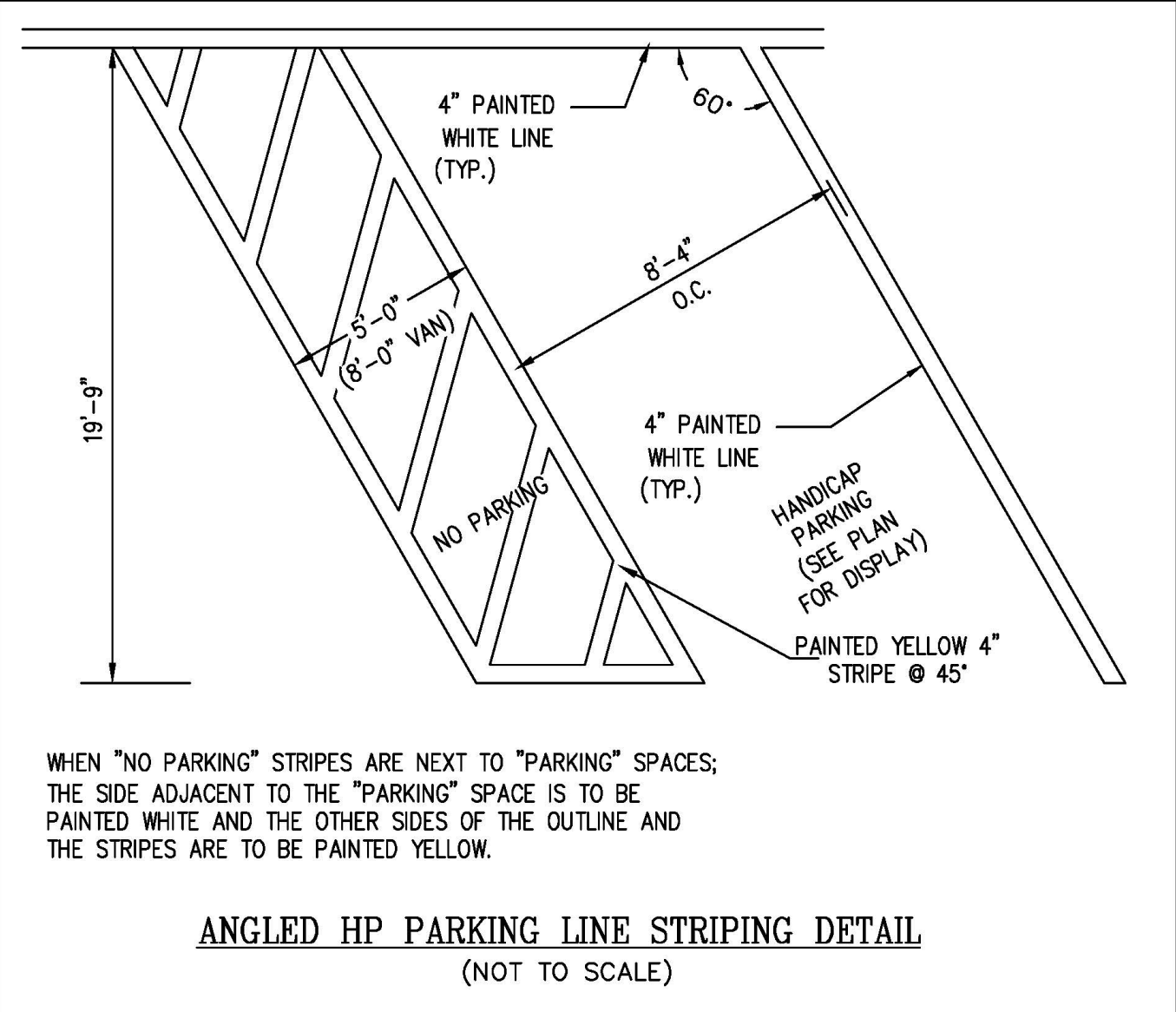
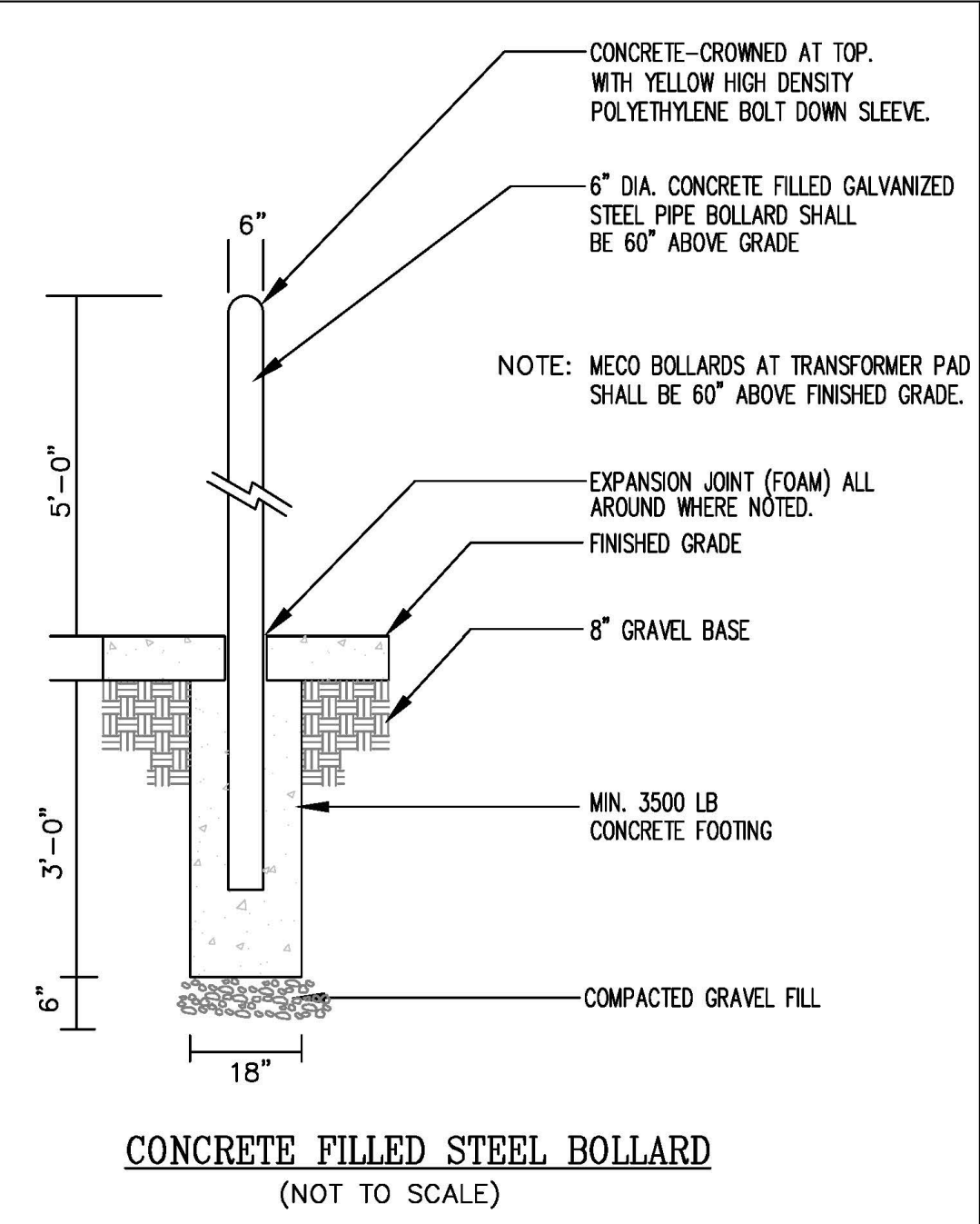
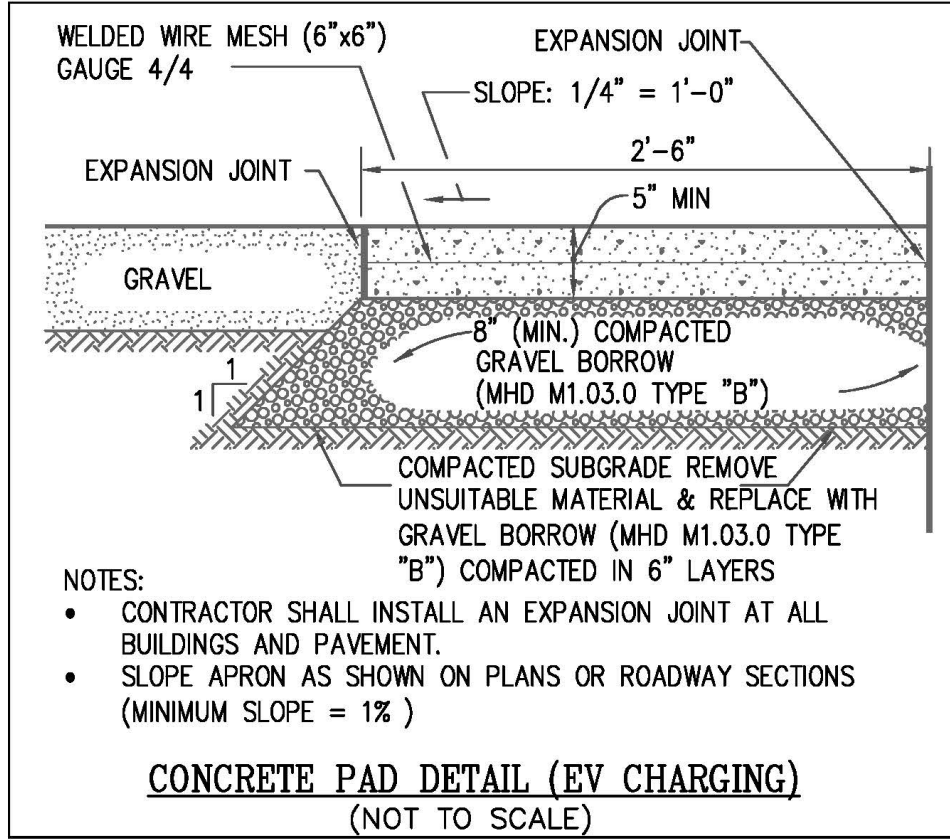
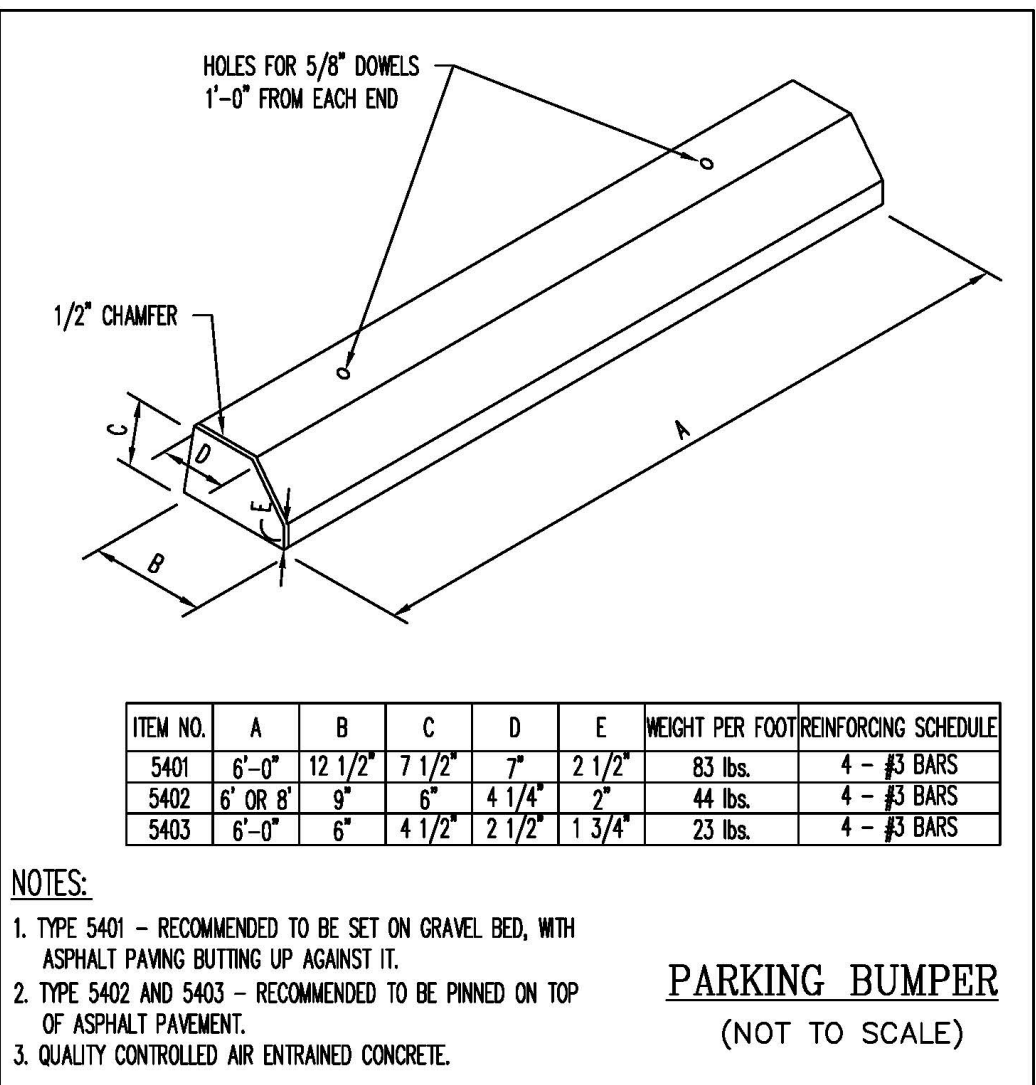
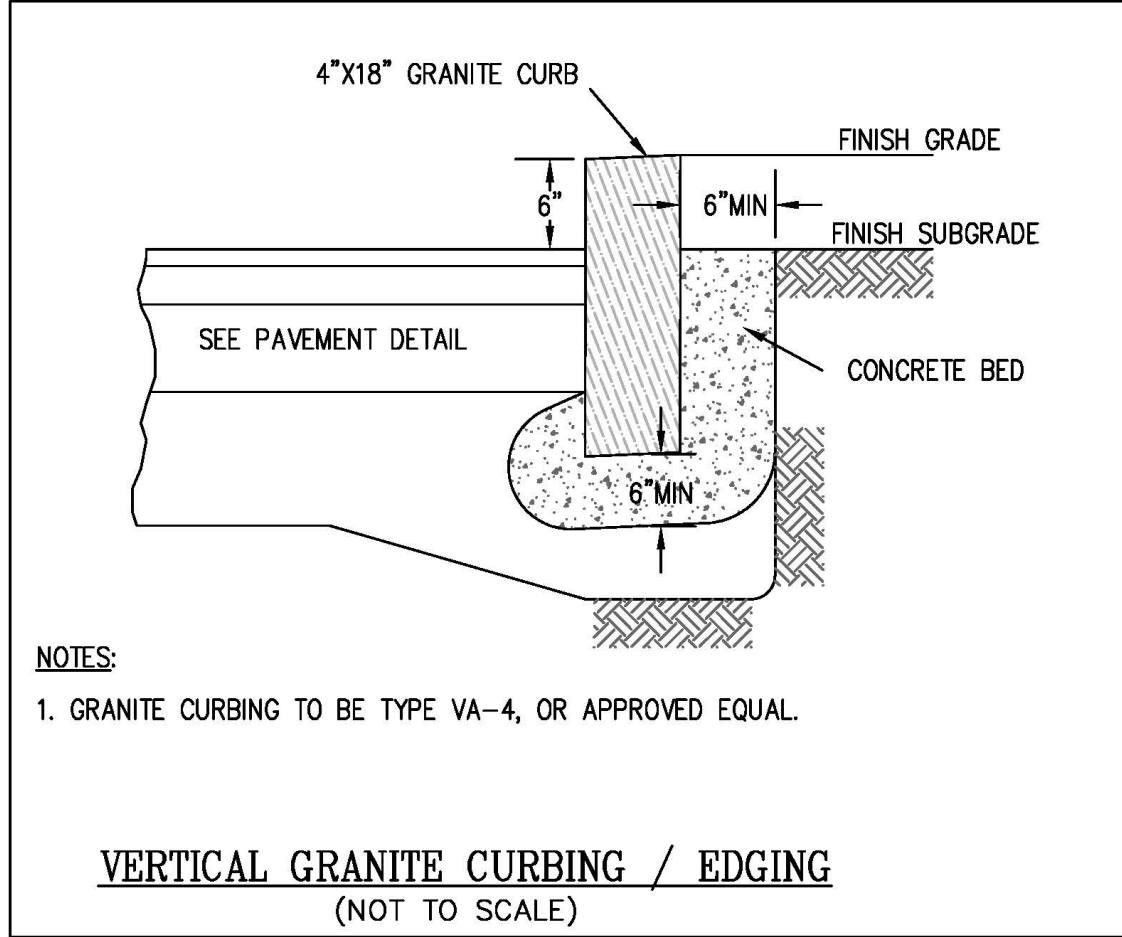
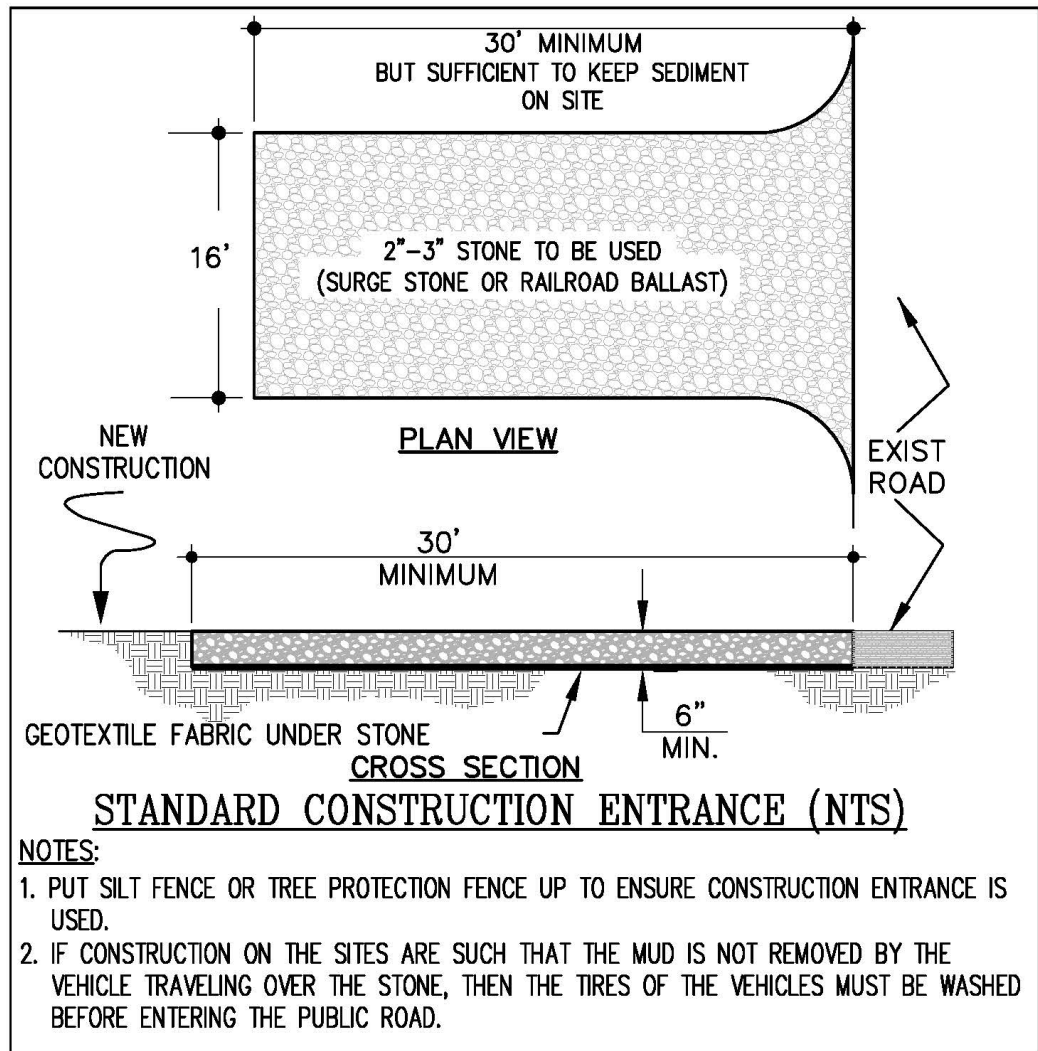
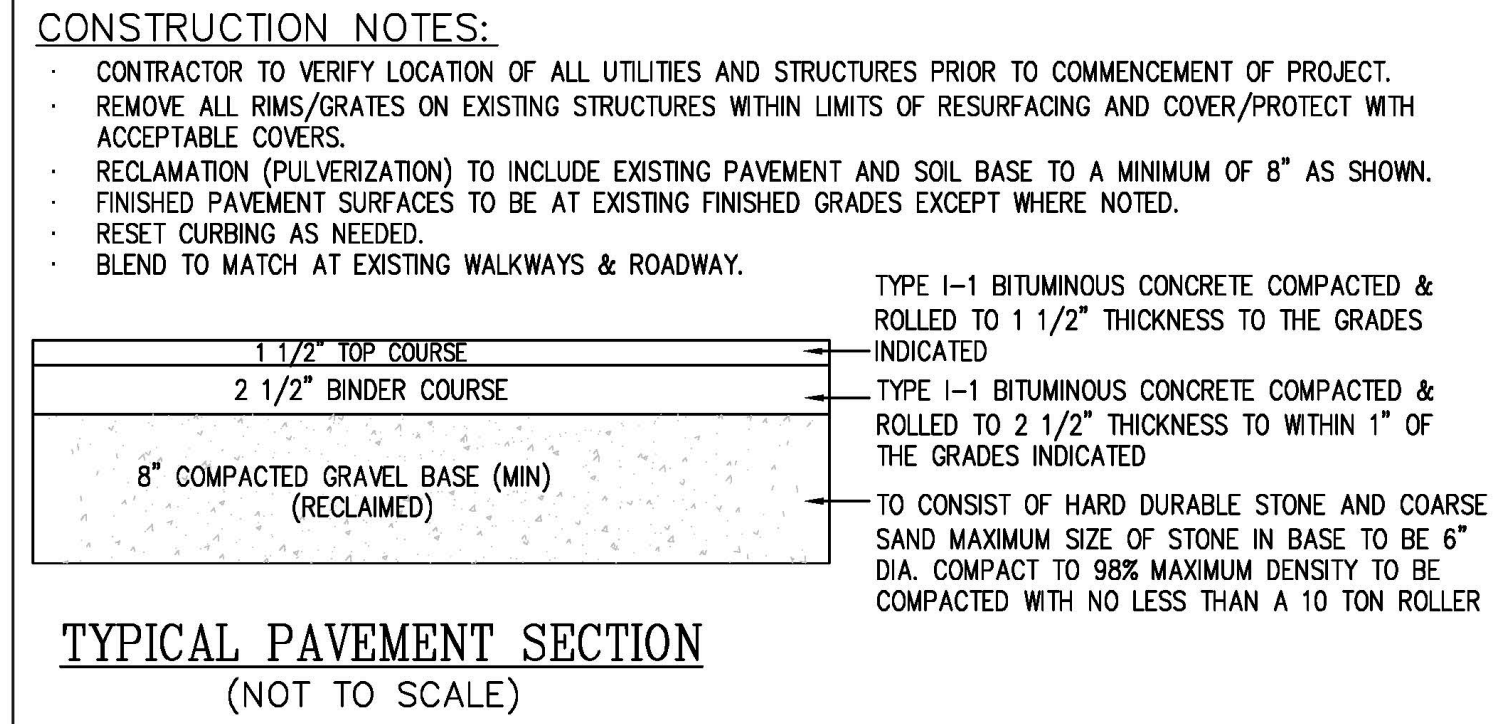
CONSTRUCTION DETAILS

SITE:
 ASSESSOR'S MAP 34, LOT 233 & 234
 106 HALE STREET
 BRIDGEWATER, MASSACHUSETTS

PREPARED FOR:
 BRIDGEWATER STATE UNIVERSITY

SILVA ENGINEERING ASSOCIATES, P.C.
 CIVIL ENGINEERS, LAND SURVEYORS & ENVIRONMENTAL CONSULTANTS
 1615 BEDFORD STREET
 BRIDGEWATER, MA 02324
 PHONE (508) 697-3100 FAX (508) 697-3136
 www.silvaeng.com

SCALE	DRAWN	DATE	ACAD FILE	SHEET
NTS	MRE/LPS	9/27/23	B14083-SP1	3 OF 5



CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
 The order code sequence is: **Model-Options. Software, Services** and **Misc** are ordered as separate line items.

Hardware

Description	Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount 1830 mm (6 ft) Dual Port Bollard Mount 1830 mm (6 ft) Single Port Wall Mount 1830 mm (6 ft) Dual Port Wall Mount 2440 mm (8 ft) Dual Port Bollard Mount 2440 mm (8 ft) Dual Port Wall Mount
Included	Integral Modern - North America -GW1
Misc	Power Management Kit Bollard Concrete Mounting Kit
	CT4000-FMGMT CT4001-CCM

Note: All CT4000 stations include Integral Modern -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL-n*
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE-n*
ChargePoint Assure	CT4000-ASSUREn*
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute n for desired years (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is:
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-5
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURES
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURES
Station Activation and Configuration	CPSUPPORT-ACTIVE



CT4021



The First
ENERGY STAR
 Certified EV Charger

SITE:
ASSESSOR'S MAP 34, LOT 233 & 234
106 HALE STREET
BRIDGEWATER, MASSACHUSETTS

SEA SILVA
ENGINEERING
ASSOCIATES, P.C.

CIVIL ENGINEERS, LAND SURVEYORS
& ENVIRONMENTAL CONSULTANTS
1615 BEDFORD STREET
BRIDGEWATER, MA. 02324
PHONE (508) 697-3100 FAX (508) 697-3136
www.silvaeng.com

DRAWN BY: SFM	DRAWING NO. E-000
CHECKED BY: JEG	
SCALE: AS NOTED	
JOB NO.: 230221.00	
DATE: 6/16/23	

ELECTRICAL DETAILS

SITE:
ASSESSOR'S MAP 34, LOT 233 & 234
106 HALE STREET
BRIDGEWATER, MASSACHUSETTS

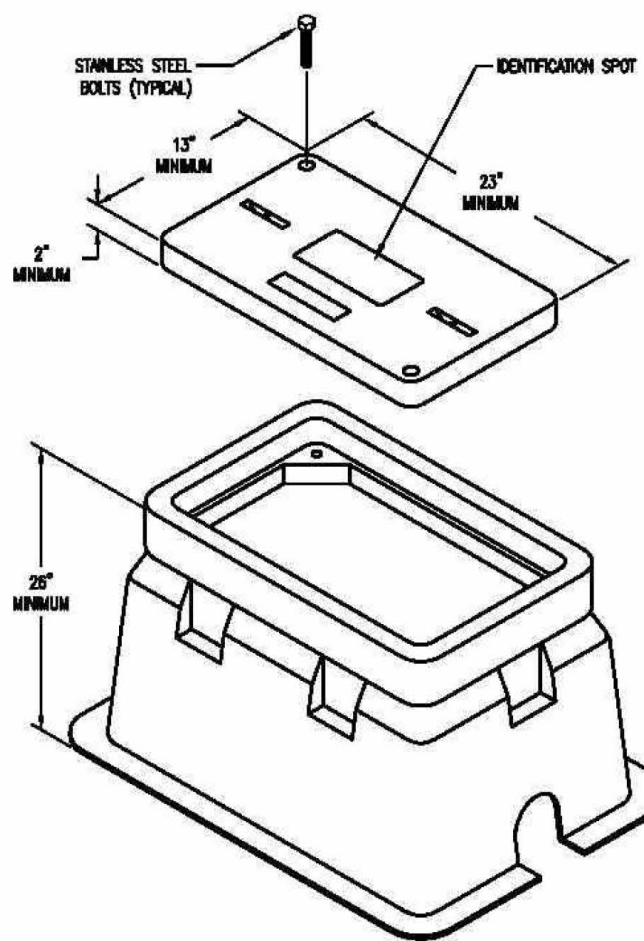
PREPARED FOR:
BRIDGEWATER STATE UNIVERSITY

SILVA
ENGINEERING
ASSOCIATES, P.C.
CIVIL ENGINEERS, LAND SURVEYORS
& ENVIRONMENTAL CONSULTANTS
1615 BEDFORD STREET
BRIDGEWATER, MA. 02324
PHONE (508) 697-3100 FAX (508) 697-3136
www.silvaeng.com

SCALE	DRAWN	DATE	ACAD FILE	SHEET
NTS	MRE/LPS	9/27/23	B14083-SP1	5 OF 5

BRA
BR-A CONSULTING ENGINEERS
10 Guest Street, 4th Floor
Boston, MA 02135
617.254.0016
brplusa.com

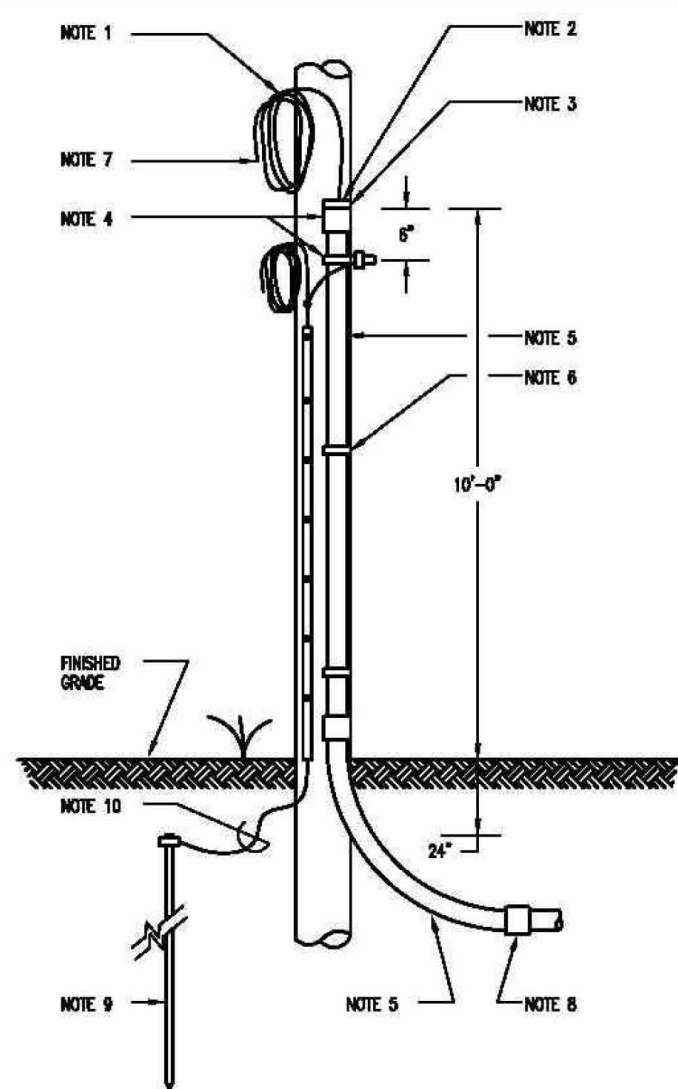
- SPECIFICATIONS:
- CONCRETE POLYMER CONCRETE HAS A DESIGN STRENGTH OF 20,000 P.S.I.
 - STEEL REINFORCEMENT: WELDED WIRE MESH (WWM).
 - COVER: ASTM C-897, 5 TON GROSS VEHICLE WEIGHT (GVW) AND 10 TON GROSS VEHICLE WEIGHT (GVW).



1 PRECAST SITE HANDHOLE TYPE "HH"

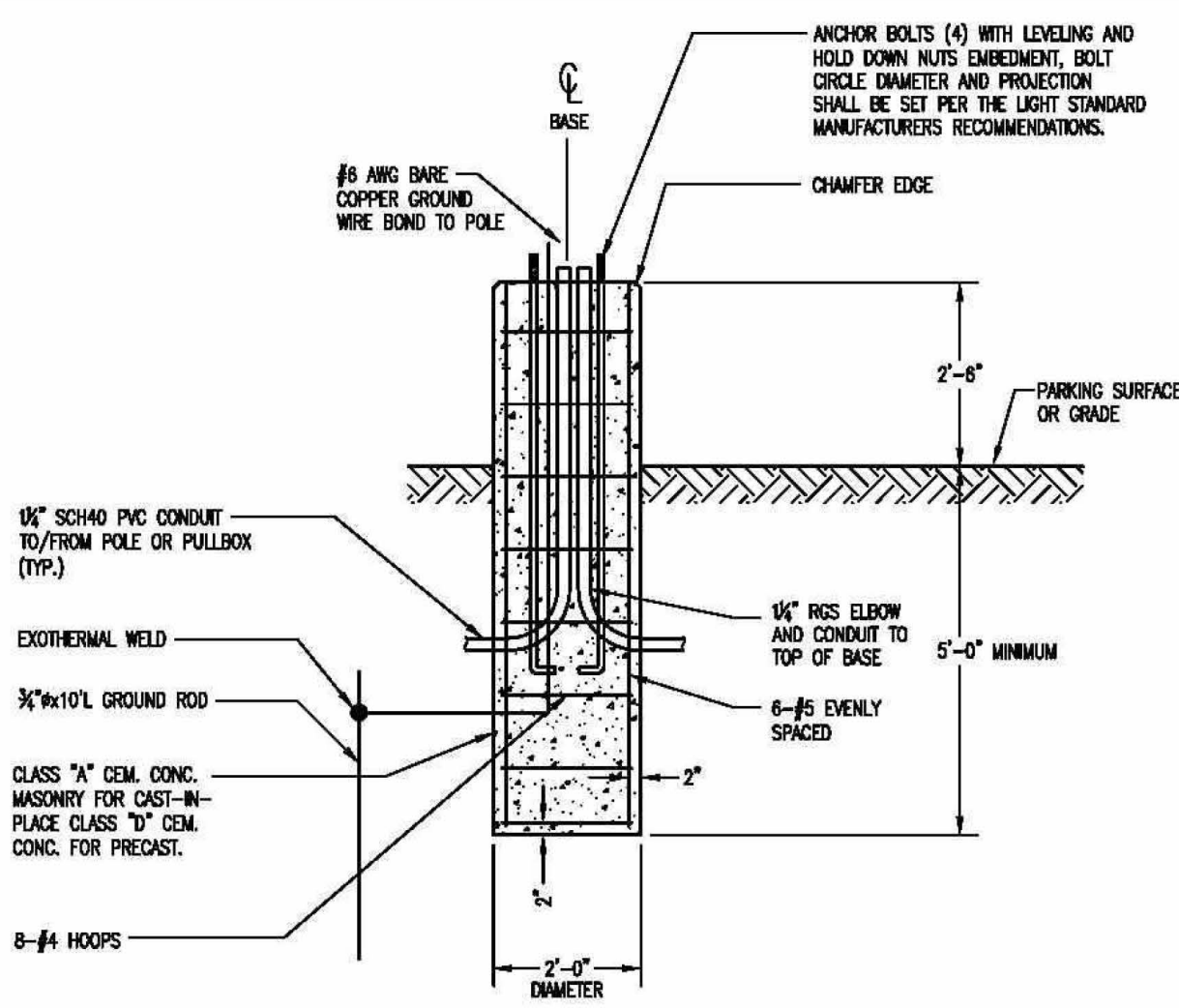
NTS

- NOTES:
- CABLES TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR. PROVIDE SUFFICIENT LENGTH OF CABLES FOR TERMINATION. SECURE CABLES TO POLE TO PREVENT CHANGE.
 - CONDUIT SEAL BY CONTRACTOR.
 - INSULATING BUSHINGS.
 - GALVANIZED STEEL CONDUIT AND BEND SHALL BE GROUNDING BY BONDING TO APPROVED GROUND CLAMP 6" FROM TOP OF THE CONDUIT. A CONDUCTOR OF SUFFICIENT LENGTH SHALL BE PROVIDED TO EXTEND TO UTILITY COMPANY SECONDARY NEUTRAL.
 - GALVANIZED STEEL CONDUIT 10 FEET PROVIDED BY CONTRACTOR. THE CONDUIT SHALL RISE ON THE SIDE OF THE POLE AWAY FROM THE ROAD.
 - PIPE STRAPS, INSTALL AT NOT MORE THAN 30" INTERVALS.
 - CONTRACTOR TO SEAL CABLE ENDS TO PREVENT ENTRANCE OF MOISTURE.
 - ADAPTER COUPLING STEEL TO PVC.
 - GROUND ROD - 3/4"x10'-0" LONG. INSTALL MINIMUM 3 FEET FROM THE POLE.
 - PROVIDE #4 GROUND WIRE.



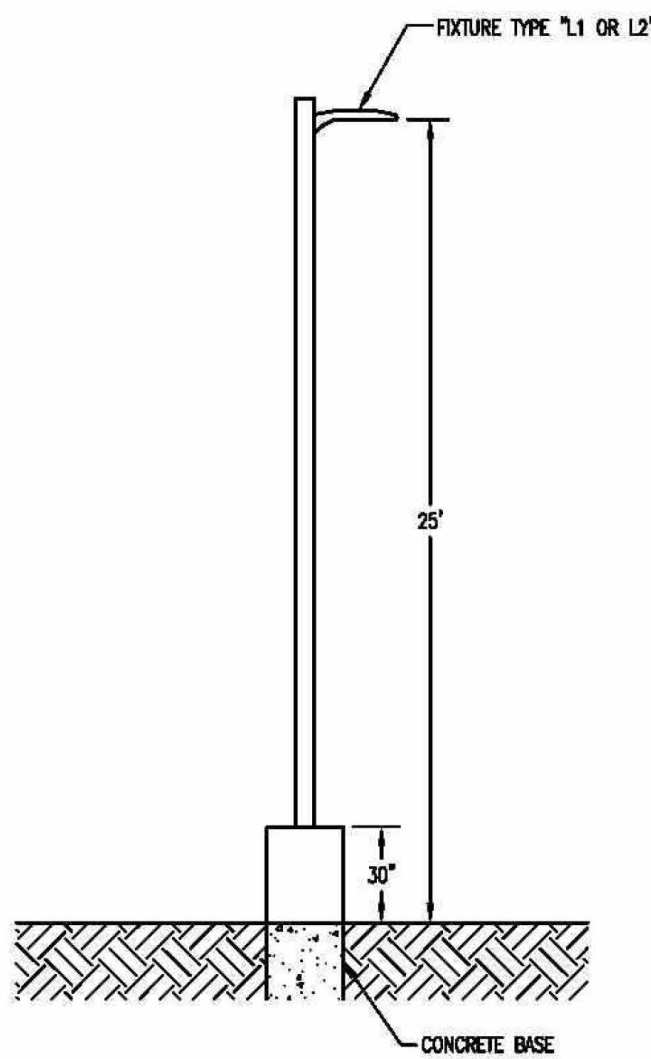
2 POLE RISER DETAIL

NTS



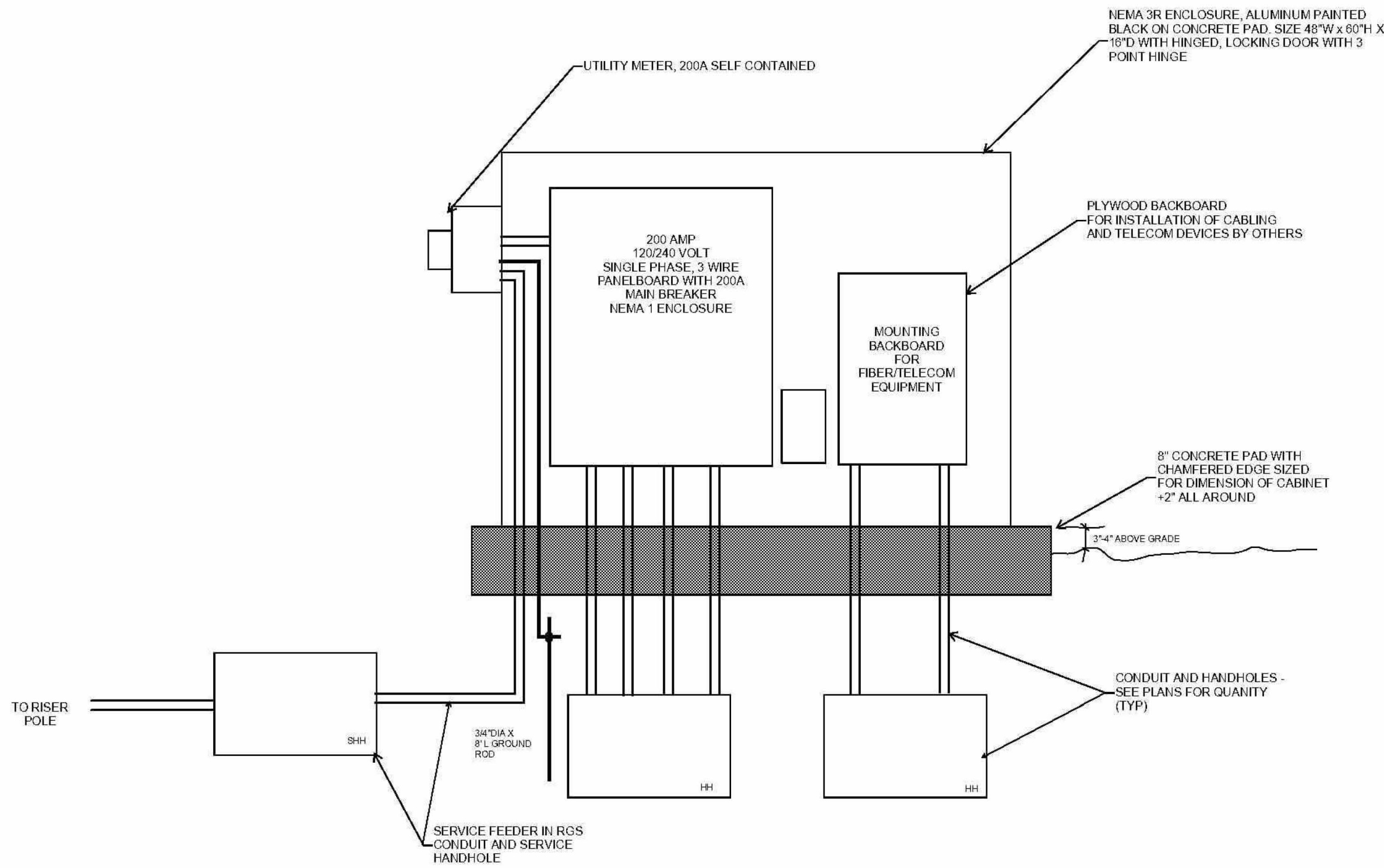
3 LIGHT POLE BASE DETAIL

NTS



4 LIGHT POLE DETAIL

NTS



LIGHTING/POWER LOADCENTER DETAIL

5 LIGHTING/POWER LOADCENTER DETAIL

NUMBER	DATE	REVISION

PROJECT:
BRIDGEWATER
STATE UNIVERSITY
106 HALE ST
BRIDGEWATER, MA

DRAWING TITLE:
ELECTRICAL SITE DETAILS

DRAFT

OWN BY: SFM	DRAWING NO. E-001
CHD BY: JEG	
SCALE: NTS	
JOB NO.: 230221.00	
DATE: 8/16/23	



2014 00033965

Bk: 44352 Pg: 296 Page: 1 of 5

Recorded: 05/27/2014 02:41 PM

ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds**QUITCLAIM DEED**

Hale Street Properties, Inc., a Massachusetts corporation with a mailing address of 106 Hale Street, Bridgewater, Massachusetts 02324 (Grantor), for consideration paid in the amount of Eight Hundred Thirty Thousand Dollars (\$830,000) grant to the Commonwealth of Massachusetts acting through its Division of Capital Asset Management and Maintenance, with a mailing address of One Ashburton Place, 15th Floor, Boston, Massachusetts 02108 on behalf of Bridgewater State University (Grantee), with quitclaim covenants, the following described land with the buildings and other improvements thereon.

A certain tract of land with the building thereon shown as Parcels 8, 9, 10, 11, 12, 13, 14, and 16 on a plan entitled, "Plan of Land in Bridgewater, Mass. owned by Independent Nail, Inc." dated November 2, 1992 recorded in Plymouth County Registry of Deeds in Plan Book 35, Page 562, situated in Bridgewater, Plymouth County, Massachusetts bounded and as follows:

PARCEL 8:

A certain parcel of land situated in said Bridgewater on the Noreasterly side of Hale Street, bounded as follows:

Begin at the Southerly corner of land now or formerly of Peter Riley; thence in line of land now or formerly of said Riley. Northeasterly to land now or formerly of the New York, New Haven and Hartford Railroad Co., Lessee; thence by the land now or formerly of said Railroad Co., Lessee; Southeasterly, sixty (60) feet to a stake; thence, in line of land now or formerly of Bradford Braley, Southwesterly to said Hale Street; thence, by said Hale Street, Northerly, sixty (60) feet to the first bounds.

PARCEL 9:

A certain parcel of land adjoining the Eighth Parcel above described on the Southeasterly side thereof and on the Northeasterly side of Hale Street in said Bridgewater, bounded and described as follows:

Begin at the Southerly corner of the said Eighth Parcel above described; thence, in line of said Eighth Parcel above described;

106 Hale Street, Bridgewater, MA

NORTHEASTERLY to the land now or formerly of the New York, New Haven and Hartford Railroad Co., Lessee; thence, in line of said last mentioned land
SOUTHEASTERLY twenty (20) feet to a stake in line of land now or formerly of Bradford Braley; thence
SOUTHWESTERLY in line of land now or formerly of said Braley to said Hale Street; thence
NORTHERLY in line of said Street to the point of beginning.

PARCEL 10:

The land in said Bridgewater, together with the buildings thereon, situated on the northerly side of Hale Street, and bounded and described as follows:

WESTERLY by land now or formerly of N.J. Hallisey, there measuring one hundred, and twenty-two (122) feet, more or less;
NORTHERLY by land now or formerly of the Old Colony Railroad, there measuring one hundred (100) feet, more or less;
EASTERLY by land formerly of John P. Townsend, there measuring one hundred and twenty-two (122) feet, more or less; and
SOUTHERLY by said Hale Street, there measuring one hundred (100) feet, more or less.

PARCEL 11:

A certain tract of land situated on the Northerly side of Plymouth Street, and the Easterly side of

Hale Street in said Bridgewater, together with the buildings thereon, and comprising in one description Lots 1, 2, 3 and a small portion of Lot 4 on a plan entitled "Plan of Townsend Homestead, Bridgewater, Mass., Owned by Harlan P. Shaw, October, 1916", E.B. & C.L. Hayward, Surveyors, recorded with the Plymouth County Registry of Deeds, Plan Book 2, Page 472, said tract being bounded as follows:

SOUTHERLY by Plymouth Street and measuring thereon one hundred nine and 94/100 (109.94) feet;
WESTERLY by Hale Street and measuring thereon one hundred forty-two and 08/100 (142.08) feet;
NORTHERLY by the remaining portion of Lot 4 on said Plan and measuring thereon approximately one hundred fifteen (115) feet, more or less (which remaining portion was conveyed by George L. Hollis by deed dated September 8, 1936, and duly recorded with said Deeds, Book 1713, Page 563); and
EASTERLY by land now or formerly of the New York, New Haven and Hartford Railroad Company and measuring thereon one hundred sixty-one and 97/100 (161.97) feet.

PARCEL 12:

A certain parcel of land in said Bridgewater, situate on the Easterly side of Hale Street and being the major portion of Lot No. 4 on a plan entitled "Plan of Townsend Homestead in Bridgewater, Mass., owned by Harlan P. Shaw October 1916 - Scale 1 in. equals 30 ft.", E.B. & C.L. Hayward, Surveyors

which plan is recorded with Plymouth Registry of Deeds, Plan Book 2, Page 472. Said parcel being bounded and described as follows, to wit:

WESTERLY by said Hale Street, there measuring forty-two (42) feet;
NORTHERLY by Lot No. 5 on said plan, there measuring one hundred sixteen and 64/100 (116.64) feet;
EASTERLY by land now or formerly of the New York, New Haven & Hartford Railroad Company, Lessee, and there measuring forty-two (42) feet, more or less; and
SOUTHERLY by the renaming portion of Lot No. 4, and there measuring one hundred fifteen (115) feet, more or less (said last mentioned line being parallel with the Southerly line of Lot No. 5 and distant therefrom forty-two (42) feet).

PARCEL 13:

A certain parcel of land with the buildings thereon situated on the Easterly side of Hale Street and being lot numbered five (5) on a plan entitled "Plan of Townsend Homestead in Bridgewater, Mass., owned by Harlan P. Shaw Oct. 1916", E.B. & C.L. Hayward, surveyors, and recorded with Plymouth County Registry of Deeds, Plan Book 2, Page 472, and further bounded:

WESTERLY by said Hale Street and measuring thereon fifty (50) feet;
SOUTHERLY by lot number four (4) and measuring thereon one hundred sixteen and 64/100 (116.64) feet;
EASTERLY by N.Y., N.H., & H. Railroad and measuring thereon fifty and 04/100 (50.04) feet; and;
NORTHERLY by lot numbered six (6) and measuring thereon one hundred eighteen and 73/100 (118.73) feet, more or less.

All of said measurements and bounds being as shown on said plan.

PARCEL 14:

A certain parcel of land situate on the easterly side of Hale Street and shown as Lots 6 and 7 on a plan entitled, "Plan of Townsend Homestead in Bridgewater, Mass., owned by Harlan P. Shaw, October 1916", E.B. & C.L. Hayward, surveyors, recorded with Plymouth Deeds, Plan Book 2, Page 472, and bounded and described as follows:

WESTERLY by said Hale Street, one hundred (100) feet;
NORTHERLY by land of owners unknown, one hundred twenty-three and 25/100 (123.25) feet;
EASTERLY by land now or formerly of N.Y. N.H. & H. Railroad, one hundred six and 95/100 (106.95) feet; and
SOUTHERLY by lot 5 on said plan, one hundred eighteen and 73/100 (118.73) feet.

PARCEL 16:

A certain parcel of land situated in said Bridgewater on the northeasterly side of Hale Street and bounded as follows:

Beginning at the Southerly corner of the land now or formerly of James Wall, and thence in the line of said land now or formerly of Wall Northeasterly to the land now or formerly of The New York, New Haven and Hartford Railroad Company; thence by said land now or formerly of the Railroad Company Southeasterly sixty (60) feet to the Northerly corner of land now or formerly of Michael J. Hallisey; thence Southwesterly by land now or formerly of said Hallisey to said Hale Street; thence Northerly by said Hale Street sixty (60) feet to the point of beginning.

Being the same as set forth in deed from David A. Bevis, Trustee of One Hundred Six Hale Street Realty Trust, dated October 11, 1994, as recorded with Plymouth County Registry of Deeds in Book 13196, Page 147.

Containing about 69,840± square feet, more or less.

Pursuant to the provisions of Section 1 of Chapter 64D of the Massachusetts General Laws, as amended by Chapter 193 of the 1989, and by Chapter 133 of the Acts of 1992, no excise stamps are due on this instrument.

Pursuant to the provisions of Section 32 of Chapter 7C of Massachusetts General Laws, as amended, real property, record title to which is held in the name of a state agency or the board of Trustees of a state agency or similar board of state agency, shall be deemed to be real property of the Commonwealth.

Being the same premises conveyed to Grantor by deed of David A. Bevis, Trustee of One Hundred Six Hale Street Realty Trust, recorded in Book 13196, Page 147.

Executed as a sealed instrument 22 day of May , 2014.

Hale Street Properties, Inc.

By: [Signature]
Name: William P. Renny
Title: President & Treasurer

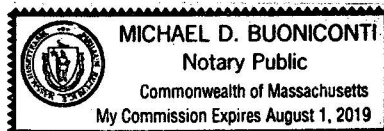
THE COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH ss _____, MA

On this 22nd day of May, 2014, before me, the undersigned Notary Public, personally appeared William P. Renny, President and Treasurer of Hale Street Properties, Inc. who proved to me through Massachusetts Driver's license satisfactory evidence of identification, which was personally known to me, that he was the person whose name is signed on this document and acknowledged to me that he signed it voluntarily and for its stated purpose.

[Signature]
Notary Public

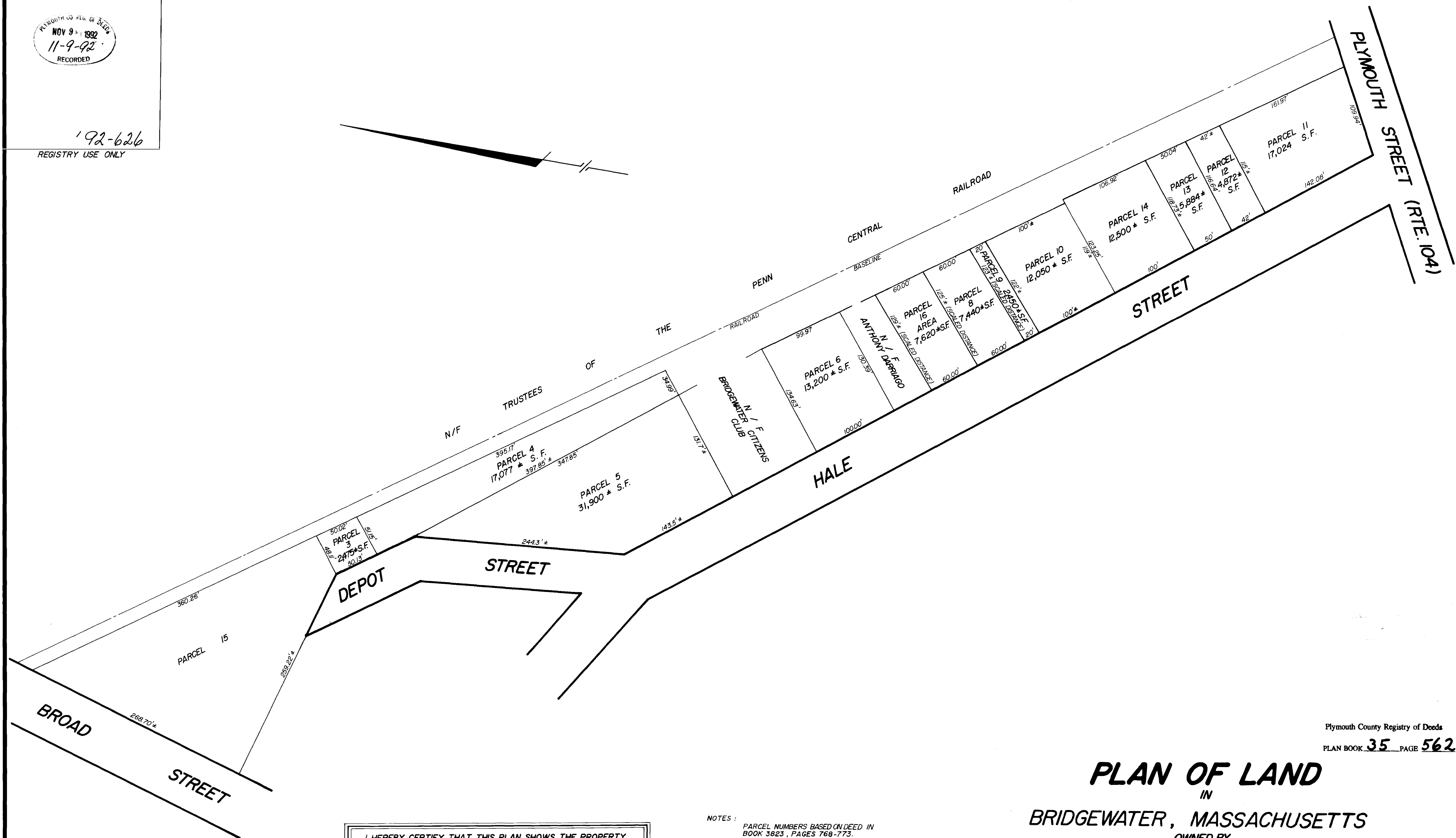
Name



8/1/19

PLYMOUTH CO. REG. OF DEEDS
NOV 9 1992
11-9-92
RECORDED

'92-626
REGISTRY USE ONLY



Plymouth County Registry of Deeds
PLAN BOOK 35 PAGE 562

PLAN OF LAND
IN
BRIDGEWATER, MASSACHUSETTS
OWNED BY
INDEPENDENT NAIL, INC.

SCALE: 1" = 50'
FEET 0' 25' 50' 100'
METERS 0 10 20 30
NOVEMBER 2, 1992
HAYWARD-BOYNTON & WILLIAMS, INC.
SURVEYORS CIVIL ENGINEERS
140 SCHOOL ST. BROCKTON, MASS.

NOTES:

PARCEL NUMBERS BASED ON DEED IN
BOOK 3823, PAGES 768-773.

THIS PLAN IS COMPILED FROM DEEDS AND OFFICE
INFORMATION AND IS NOT THE RESULT OF AN
ON THE GROUND SURVEY.

DISTANCES AND AREAS ARE MORE OR LESS.

DISTANCES NOT SHOWN ON DEEDS ARE SCALED
DISTANCES.

BUILDING LOCATIONS ARE NOT SHOWN.
EASEMENTS ARE NOT SHOWN.



I HEREBY CERTIFY THAT THIS PLAN SHOWS THE PROPERTY
LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS AND
THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF
PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTAB-
LISHED AND THAT NO NEW LINES FOR DIVISIONS OF EXIST-
ING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

11-2-92
DATE

Bruce R. Pilling
REGISTERED LAND SURVEYOR

"I certify that this plan has been prepared in conformity
with the rules and regulations of the Registers of Deeds."

11-2-92 *Bruce R. Pilling*
Date Registered Land Surveyor

DEPOSIT COVER SHEET

Enclosed is a deposit of ten thousand dollars (\$10,000) submitted by _____, as part of its response to the Request for Proposals ("RFP") dated _____, 2025 to purchase state-owned land, building, and any other improvements located at 106 Hale Street, Bridgewater, Massachusetts.

I, _____, acknowledge that all Deposit Checks will be held by DCAMM in a non-interest-bearing escrow account. Deposit Checks will be returned to non-selected proposers after the Purchase and Sale Agreement (PSA) with the Designated Developer is executed. The \$10,000 deposit paid by the Designated Developer shall be non-refundable upon expiration of the due diligence period as outlined in the PSA.

Witness the execution hereof by the Proposer.

(Signature)

(Date)

Print Name:

Organization:

Address:

Telephone:

PROPOSAL COVER SHEET

106 Hale Street, Bridgewater

This form must be completed and submitted with your proposal.

Name of Proposer: _____

Address: _____

Telephone: _____

The Proposer has read, understands, and agrees to comply with the terms and conditions set forth in the RFP. The Proposer has submitted, to the best of their knowledge, all items outlined in RFP and understands that failure to respond to any of these items may constitute an incomplete submission.

Signature of Duly Authorized Representative[s] of Proposer:

Please print clearly

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMMONWEALTH OF MASSACHUSETTS

NON EXCLUSIVE LICENSE/ACCESS AGREEMENT

TO ENTER ONTO STATE-OWNED REAL PROPERTY

FOR LIMITED SITE ASSESSMENT PURPOSES

This instrument is a nonexclusive License by and between the Commonwealth of Massachusetts, acting by and through its

Division of Capital Asset Management and Maintenance ("Licensor") and

_____ ("Licensee"), a (check one)

____ Corporation

____ Partnership

____ Sole Proprietorship

____ Not-For-Profit Corporation

____ Limited Partnership

____ Other: _____

Whereas, the Commonwealth of Massachusetts is the owner of certain real property which is more fully described in Section 2 of this License; and

Whereas, the Licensor is responsible for the care, control and maintenance of said real property; and

Whereas, Licensee needs to enter upon said real property for the limited purposes described in Section 3 of this License.

Now, therefore, Licensor hereby grants such entry and use subject to the following terms and conditions:

1. REFERENCE DATA

Date of License:

Mailing Address of Licensor:

Div. Capital Asset Management and Maintenance
One Ashburton Place, Room 1505
Boston, MA 02018
TEL NO. (617) 727-4050
FAX NO. (617) 727-5363

Mailing Address of Licensee:

Attention: _____
TEL NO. _____
FAX NO. _____

Licensed Premises:

Permitted Uses:

As described in Section 3 and Ex. B.

Term of License:

From: _____ To: _____

Consideration to be Paid by Licensee:

Reports defined in Section 3 below.

2. LOCATION OF PREMISES

Entry and use are limited to the following real property ("Premises"), as shown on the plan attached to this License as Exhibit A.

(Attach plan or diagram showing location of licensed Premises)

Licensee's employees, agents and contractors shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of any sidewalks, and entrances and exits from public streets and highways serving the Premises for the period of this License only and for the purposes of access and egress to undertake the Permitted Uses (defined in Section 3).

3. PURPOSE AND USE

The rights of Licensee under this agreement shall be exercised solely for the following purposes (the "Permitted Uses"):

To enable Licensee to enter upon the Premises to perform a limited assessment of certain environmental and geophysical conditions comprised of the work described in the Scope of Work attached to this License as Exhibit B. Licensee shall also comply with the requirements of Exhibit D – Special Conditions.

In partial consideration for this License, copies of all "Reports" (as defined below) shall be provided by Licensee to Licensor for its use and reliance promptly upon their preparation and, at Licensor's sole discretion, may be used and relied upon by and distributed by Licensor to any other state agencies and authorities. As used in this License, "Report" shall mean and include any and all documentation relating to the Permitted Uses under this License, whether produced by Licensee, or any of its contractors, agents, employees, representatives or invitees or by any other person or entity for Licensee, including without limitation, any reports, letters or memoranda produced under the Scope of Work, any test data, and any inspection reports. Nothing in this License shall be construed for any purpose to create an agency or joint venture relationship between Licensor and Licensee.

4. CONDITION OF PREMISES

Licensee acknowledges and agrees for itself and its contractors, agents, employees, representatives and invitees that it accepts the Premises in "as is" condition, that Licensor is under no obligation to make any repairs, renovations, or alterations to the Premises, and that Licensor has made no representations or warranties regarding the fitness of the Premises for Licensee's intended purpose or use.

5. TERM

The Term of this License shall be as specified on page 1 of this License, unless otherwise terminated earlier in accordance with the terms of Section 17.

The term of this License may be extended at Licensor's sole option exercised by Licensor only by an express prior written extension executed by Licensor.

6. HOURS OF OPERATION

During the term of this License, Licensee shall be permitted to undertake the Permitted Uses at the Premises during the following times only:

Weekdays:	from _____	to _____
Saturday & Sunday:	from _____	to _____
State Holidays:	from _____	to _____

and only after giving Licensor at least three business days (excluding Saturdays, Sundays, and State and Federal holidays) advance notice including the date and time when Licensee or its contractors, agents, employees, representatives or invitees will enter the Premises, a description of the work within the Permitted Uses to be performed at that time, and an itemization of any equipment and vehicles to be used on the Premises at that time.

7. PERMITS

This License and all rights of Licensee hereunder are specifically dependent upon the issuance to the Licensee and its contractors, agents, employees, representatives and invitees of all permits, licenses and approvals required to undertake the Permitted Uses at the Premises in accordance with all applicable laws, regulations and governmental requirements, from those governmental authorities having jurisdiction. It shall be the responsibility of Licensee to obtain any such permits, licenses and approvals, at Licensee's sole cost and expense prior to Licensee's undertaking the Permitted Uses. In the event Licensee or its contractors, agents, employees, representatives or invitees is refused any such permit, license or approval, this License shall be immediately null and void, with no further obligations by either party to perform, except for Sections 11, 12, 13 and 14 below. If any such permit, license or approval is revoked, adversely amended or cancelled during the term of this License, it shall be cause for terminating this license immediately as set forth in Section 17(C) hereof. **In the event Licensee's scope of work includes any digging on Commonwealth property, Licensee shall comply with the Massachusetts "Dig Safe" law and regulations (M.G.L. Chapter 82, sections 40-40E and 220 CMR 99.00, et. seq.).**

8. ALTERATION OF THE PREMISES

Licensee shall make no alterations or improvements upon the Premises except as may be specifically permitted in the Scope of Work in Exhibit B. Any alterations or improvements made by Licensee shall be made in accordance with the terms and conditions established by Licensor, which may include prior approval of plans, insurance coverage, and a requirement that Licensee remove any or all of its alterations or improvements upon the expiration or earlier termination of this License. All such alterations or improvements remaining upon the Premises after the expiration or termination of this License shall be subject to the provisions of Section 11 hereof.

9. LICENSEE'S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Premises as would ordinarily and reasonably be necessary to undertake the Permitted Uses on the Premises, subject to the requirements of Section 6 above.

10. UTILITIES

This License specifically excludes the right to use any utilities serving the Premises.

11. CONDUCT OF LICENSEE

Non-interference with Licensor's Operations

Licensee shall at all times conduct itself so as not to interfere in any way with the use of the Premises by the Licensor. Licensee agrees to observe and obey all directives given by duly designated personnel of Licensor.

Compliance With Laws

Licensee and its contractors, agents, employees, representatives and invitees shall at all times operate and perform the Permitted Uses in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and prior to the expiration of this License or immediately upon termination of this License, Licensee shall restore the Premises to its condition prior to Licensee's undertaking the Permitted Uses. Licensee shall perform the work in the Scope of Work and shall undertake the Permitted Uses in a good professional and workmanlike manner, and shall ensure that the Premises subject to its use are in good order at all times. The Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage to the Premises whether resulting from acts of vandalism or the intentional or negligent acts of the Licensee or others, but excluding damage or breakage caused by employees, agents or invitees of the Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs and restoration for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs and restoration. Payment shall be made by Licensee within ten (10) business days after written demand by Licensor.

Security

Licensee shall be solely responsible, at its sole costs and expense, for the safety and security of Licensee and of all of its contractors, agents, employees, representatives and invitees and their respective property.

Cost of Operations

Licensee shall be solely responsible for any and all costs and expenses, damages, and liabilities associated with the exercise of its rights under this License and its operations and use of the Premises.

Operations Limited to Permitted Uses

Licensee shall not conduct, nor permit any of its contractors, employees, agents, representatives or invitees to conduct, any operations or business upon or use of the Premises except for the Permitted Uses under Section 3 of this License.

Hazardous Materials

Without limiting any of Licensee's obligations under this or any other Section of this License, Licensee agrees that it shall not cause any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to, from or through the Premises, except for soil, groundwater or any other material originating on the Premises and removed from the Premises by Licensee as required for the Permitted Uses (e.g., drill cuttings and soil samples). Licensee assumes full liability and responsibility for such soil, groundwater or other material removed from and not replaced on the Premises including, but not limited to, responsibility for ensuring that the handling, treatment, transport, storage and/or disposal of these materials is properly and safely performed according to all applicable federal, state, and local laws, regulations and governmental requirements, provided that Licensor agrees that it shall reimburse Licensee for such costs to the extent any such materials were existing on the Premises prior to Licensee's use.

If Licensee's use of the Premises results in the need for a response action under applicable environmental laws, the Licensee shall give immediate telephone notice to Licensor by calling the General Counsel at 617-727-4050. Licensee shall not be responsible for the mere discovery of pre-existing conditions on the Premises .

This License shall not constitute any admission of liability or responsibility by Licensee for any contamination conditions on the Premises preexisting this License and not actually caused by Licensee, and shall be without prejudice to each party's respective rights and remedies to claim and recover reimbursement, in whole or in part, from any entity other than a party hereto.

For the purposes of this License, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances", "hazardous wastes", "hazardous materials", "oil" or "asbestos" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder.

Surrender of Premises

Upon the expiration or earlier termination of this License, Licensee shall immediately vacate and surrender the Premises to Licensor. Licensee also shall remove all of its property from the Premises and restore the Premises to the condition the Premises were in at the commencement of this License, reasonable wear and tear excepted, and, subject further, to any obligation Licensee may have hereunder to make repairs or improvements to the Premises. Upon agreement of the parties, Licensee may abandon all or part of its property in place. In the event any of Licensee's personal property remains on the Premises after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

12. INDEMNIFICATION

Licensee accepts complete liability for the acts, omissions and negligence of the Licensee and its officers, directors, partners, owners, agents, contractors, employees, representatives and invitees while present upon the Premises or while exercising Licensee's rights hereunder. Without limiting the foregoing or any other provision of this License, the Licensee shall be responsible for the proper handling, transportation, treatment, storage and disposal of any soil, water, asbestos or other materials created as a direct result of the performance of any such Permitted Uses. The Licensee agrees to indemnify, save and hold harmless Licensors and the Commonwealth of Massachusetts, and its officers, employees, affiliates and representatives from any and all liabilities, claims, losses, injuries, actions, damages, penalties, costs or expenses arising from or on account of any breach by Licensee or its contractors, agents, employees, representatives or invitees of the terms and conditions of this License or any negligence, gross negligence or intentional misconduct or acts or omissions of Licensee or its contractors, agents, employees, representatives or invitees in connection with or in the carrying out of the Permitted Uses or any other activities pursuant to this License or at the Premises. This indemnity and hold harmless agreement includes indemnity against all costs, expenses and liabilities including, without limitation, court costs, attorneys fees, and response costs in connection with any such injury, loss, damage or liability or any such claim, or any proceeding brought thereon or in defense thereof.

13. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensors shall not be liable to Licensee or its contractors, employees, agents, representatives or invitees, for any injury or death to persons, loss or damage to vehicles, equipment, fixtures, or other personal property of any nature whatsoever of the Licensee or of its contractors, employees, agents, representatives or invitees, or of anyone claiming by or through any of them that are brought upon the Premises or used in connection with Permitted Uses or, without derogating from Section 3, any other uses of the Premises by any one other than Licensors and its contractors, agents, employees and representatives. Without limiting the foregoing, Licensors shall have no liability to Licensee for any injury, loss or damage caused by any act of Licensee's invitees or members of the general public.

14. INSURANCE

Without in any way limiting Licensee's liability hereunder, Licensee shall, or shall cause its subcontractors to, obtain and maintain during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period where necessary to provide coverage for claims asserted based on events occurring during the term of this License, at its sole cost and expense, the following insurance in form and with underwriters satisfactory to the Licensors:

A. Comprehensive public liability insurance insuring the Licensee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises. Such insurance shall be written on an occurrence basis to afford protection in the amount of not less than three million dollars \$3,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form"

endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreement set forth in Section 12 of this License.

B. Automobile Bodily Injury and Property Damage Liability Insurance in an amount not less than the compulsory coverage required in Massachusetts. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the activities under this License. The limits of liability of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for Property Damage and two million dollars (\$2,000,000) combined single limit.

C. Workers compensation insurance, including occupational disease benefits, covering Licensee's employees upon the Premises in such amounts as are required by law.

D. Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease.

E. Professional/Environmental Impairment Liability Insurance including coverage for environmental contamination, bodily injury and/or property damage arising out of acts, errors and omissions of Licensee or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of one million dollars (\$1,000,000) for each claim and three million dollars (\$3,000,000) in the aggregate. Coverage includes, without limitation, claims based upon or arising out of underground storage tanks. Notwithstanding any contrary provisions of the first paragraph of this Section 14, said Professional/Environmental Impairment Liability Insurance may be written on a "claims made" basis provided that the insurance coverage is maintained during the full term of this License and for a reasonable time thereafter at least equaling any applicable statute of limitations period, as necessary to provide coverage for claims asserted arising from or based on events occurring during the term of the License.

F. Such other types of insurance and in such amounts as Licensors may, from time to time, require in its reasonable judgment.

The insurance coverage required by this Section shall be standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, except for the Professional Liability policy, which is written on a claims made basis. Said insurance policy or policies shall name the Commonwealth of Massachusetts as an additional insured and first loss payee, as appropriate, and shall contain a provision stating that such coverage shall not be cancelled, reduced or otherwise materially altered without at least thirty (30) days prior written notice to the Licensors. **Certificates of Insurance showing such insurance coverage as required by this Section are attached to this License as Exhibit C. Licensors reserves the right to request copies of the full insurance policies required hereunder.** In the event Licensee fails to obtain any of the insurance coverage required by this Section 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Section 17(C) of this agreement.

The insurance specified above (except for Worker's Compensation Insurance) shall contain waivers of subrogation in favor of Licensors and the Commonwealth of Massachusetts and provide that said insurance is primary coverage with respect to Licensee's activities hereunder.

Licensee hereby waives and relinquishes, and agrees to cause all its subcontractors to waive and relinquish, any right of subrogation it might have against Licensors and the Commonwealth of Massachusetts on account of any claim caused in whole or in part by any negligent or wrongful act or omission of Licensors or of any other agency of the Commonwealth. Licensee further agrees that it will require its insurers and its subcontractors' insurers (except for Worker's Compensation Insurance) to likewise waive and relinquish such subrogation rights and furnish evidence of waiver to Licensors.

Licensee further waives and relinquishes, and agrees to cause its subcontractors' insurers to waive and relinquish, any right of subrogation they may have against the Licensors and the Commonwealth under the provisions of the Worker's Compensation Act in Massachusetts to the full extent possible under Licensee's and its subcontractor's worker's compensation insurance policies.

15. ASSIGNMENT

The Licensee shall not sell, assign, sublet, mortgage or transfer any interest in this License or any part of the Premises without obtaining, in each instance, the prior written consent of Licensors, which consent may be withheld for any reason or for no reason, or granted upon such conditions as Licensors shall determine, all in its sole discretion.

16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

The Licensors reserves the right and the Licensee shall permit the Licensors, other representatives of the Commonwealth of Massachusetts, and their contractors, agents, employees, and invitees to enter upon and use the Premises at any time for any and all purposes at Licensors' discretion.

17. TERMINATION

This License shall expire on the date specified in Section 5, unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

A. Without Cause. Either Licensee or Licensors may terminate this License by giving written notice to the other party at least ten (10) calendar days prior to the effective date of termination stated in the notice.

B. For Cause. If, in the opinion of Licensors, Licensee fails to fulfill its obligations, Licensors may terminate this License by giving written notice to the Licensee at least five (5) calendar days before the effective date of termination stated in the notice. The notice shall specify in reasonable detail the nature of Licensee's breach. The notice may also state a period during which the breach may be cured by Licensee, provided that such period shall expire on or before

the termination date stated in the notice. In the event the Licensee is given an opportunity to cure its breach (which shall be within the sole discretion of Licensor) and Licensee fails to complete such cure to the satisfaction of Licensor within the cure period, this License shall come to an end on the termination date stated in the notice.

C. Emergency. In the event Licensor determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including the interest of Licensor or the Commonwealth of Massachusetts in the Premises, or to protect state or federal funds, Licensor may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, "FAX" or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

In the event this License is terminated in accordance with any of the provisions of this Section 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Section 5, and Licensee shall vacate and surrender the Premises as provided in Section 11. Upon the expiration or earlier termination of this License, Licensor may, immediately or at any time thereafter, enter upon the Premises or any part thereof and expel the Licensee and those claiming through or under the Licensee and remove their effects, forcibly, if necessary, which remedy shall be without prejudice to any other remedies which Licensor may have for breach of this License by Licensee.

In the event this License is terminated by Licensor in accordance with any of the provision of this Section 17, Licensee shall not be relieved of liability to Licensor for the consideration to be paid under Section 3 or for any injury or damage sustained by Licensor as a result of a breach by Licensee of any of the terms or conditions of this License, whether occurring before or after such termination. The provisions of Sections 11 and 12 of this License shall survive the expiration or termination of this License in any event. Licensee expressly waives any right to damages related to such termination, including incidental or consequential damages.

18. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises, or any interest in real property. This license creates only a revocable contract right as herein described, and Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

19. NON-DISCRIMINATION

Licensee shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Premises or to any activities or programs carried out pursuant to this License because of the race, color, national origin, ancestry, age, sex, religion,

physical or mental handicap, or sexual orientation. The Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment.

20. NOTICE

All notices or other communications required or permitted to be given under this License shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Section 1. Licensor or Licensee may, by notice given hereunder, at any time and from time to time, designate a different address or "FAX" number to which notices shall be sent. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent in the event notice is given by "FAX" or if delivery is refused or acceptance could not be obtained.

21. MISCELLANEOUS PROVISIONS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

The Licensee, its employees, officers, or agents are not authorized to bind or involve the Licensor or the Commonwealth of Massachusetts in any contract or to incur any liability for or on the part of the Licensor or the Commonwealth of Massachusetts.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this agreement shall be enforced to the fullest extent permitted by law.

No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgences shall be effective unless expressed in writing by Licensor.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions hereof.

Prior to exercise by any of Licensee's contractors of any rights hereunder, a duplicate conformed copy of this License concurred in by such contractors shall be provided to Licensor and such contractors shall provide the same indemnity to Licensor and the Commonwealth of Massachusetts as specified in Section 12, above.

No official, employee or consultant of the Commonwealth of Massachusetts shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act or other matter arising out of the execution of this License or the performance of Licensors obligations hereunder. This License shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

The following exhibits and attachments are made a part of this License for all purposes:

- Exhibit A - Plan or Diagram of Licensed Premises
- Exhibit B - Scope of Work included in the Permitted Uses
- Exhibit C - Insurance Certificates
- Exhibit D – Special Conditions

AGREED AND ACCEPTED

LICENSEE: _____

Authorized Signature

Title

Print Name

Date

LICENSOR: Division of Capital Asset Management and Maintenance

Authorized Signature

Title

Print Name

Date

**Approved as to form by Division of Capital Asset Management and Maintenance
Office of the General Counsel**

Authorized Signature

Title

Print Name

Date

Exhibit A
Plan or Diagram of Licensed Premises

Exhibit B
Scope of Work included in the Permitted Uses

Exhibit C
Insurance Certificates

Exhibit D Special Conditions

These special conditions apply to approved due diligence activities conducted by or on behalf of Licensee. Licensee is responsible for ensuring compliance by its consultants, subconsultants and contractors with these special conditions.

Additional conditions shall apply to due diligence activities as specified in any written approval issued by Licensors to Licensee for any detailed work plan(s) and for any Scope Revisions. Such additional conditions are incorporated by reference into this Exhibit D.

If any special condition conflicts with any other provision in the License, Licensee shall comply with the special condition. If Licensee believes that there may be such a conflict, Licensee shall consult promptly with Licensors.

1. Licensee shall ensure that its consultants and contractors continuously maintain a safe worksite, including but not limited to protecting pedestrians and putting in place appropriate safeguards with respect to vehicular traffic.
2. Licensee shall ensure that each of its consultants and contractors maintain its respective work areas and leave its respective work areas clean at the end of each day. Licensee shall also ensure that its consultants and contractors remove refuse (i.e., trash) from its worksite(s) at the end of each day.
3. Licensee shall ensure that each of its consultants and contractors conduct its respective work in compliance with applicable laws and regulations, and in an environmentally protective manner.
4. No samples may be taken, nor environmental analysis performed, unless Licensors has issued a prior written approval of a detailed work plan covering such sampling and analysis. Any such approved samples are to be collected, managed, and analyzed in accordance with the applicable laboratory methods, including but not limited to required QA/QC samples and preservatives.
5. Licensee shall not conduct nor allow any destructive sampling without the prior written approval of the Licensors.
6. All costs associated with the management and off-site disposal of investigation-derived wastes (IDW) shall be borne by Licensee to the extent Licensee is liable for such costs under Sections 11 (Hazardous Materials) and 12 (Indemnification) of this License.
7. Licensee shall follow best industry practices to identify potential subsurface utilities prior to digging any test pits. Such practices may include conducting a Ground Penetrating Radar (GPR) and/or Electromagnetic Induction (EMI) study in the areas where Licensee proposes to conduct such activities. If Licensee is unable to determine the presence or location of underground utilities, alternative methods for digging and/or boring may be proposed by Licensee. Licensee shall submit a revised SOW and written detailed work plan for review and approval prior to any such activities.
8. Licensee shall provide test pit locations at least seven (7) business days prior to the day that Licensee would like to conduct the approved work and notify Licensors of any changes of those locations.
9. Licensee shall provide Reports on all due diligence activities to Licensors as provided in Section 3 of the License. Copies of all boring logs, groundwater elevation gauging, field parameters, and analytical data shall be provided to Licensors within ten (10) business days of the

end of field work. In addition, said Reports shall document the proper closure of each test pit, including but not limited to narratives and photographic evidence.

10. Licensee shall ensure that test pits are backfilled with the material that was dug from that test pit and compacted to grade and restored to preexisting condition. Licensee shall ensure that the backfilling is conducted promptly and in such manner as to ensure that no settlement of the backfill area will occur.

11. If field screening, visual or olfactory observations indicate potential impact by OHM to soil, groundwater, or surface water, Licensee shall notify Licensor immediately as required under this License.

12. Additional conditions shall apply to due diligence activities as specified in any written approval issued by Licensor to Licensee for any detailed work plan(s) and/or for any revisions to the Scope of Work.

13. Licensee shall ensure that each of its consultants, contractors, etc. have read and understand these conditions and any conditions set in any Licensor approval of any work plans, prior to the conduct of the approved work plan. Licensee shall document that it has provided all the written conditions concerning the approved work plan by obtaining dated signatures from of its staff, consultants, contractors, etc. in advance of the approved work being conducted.

14. Licensee shall provide written notice at least seven (7) business days prior to the day that Licensee would like to conduct the approved work, so that Licensor has ample notice of opportunity to observe the work.

15. Licensee shall provide contact information for their field representative at least seven (7) business days prior to the day that Licensee would like to conduct the approved work.

16. Licensee shall ensure that in conducting its Scope of Work it will take all necessary action to protect the privacy rights of any users or occupants of the Licensed Premises. In particular, any scanning or photographing of the Licensed Premises shall not include or shall obscure the faces or other identifying information of any person who is potentially visible or any documents.