# OF ROS

# TOWN of BROOKLINE

Massachusetts

#### BUILDING DEPARTMENT

Charles A. Simmons
Director of Public Buildings

June 6, 2025

TO:

**School Committee** 

FROM:

Charles A. Simmons, Director of Public Buildings

**Building Department** 

SUBJECT:

BHS, Physical Education Building and UA Building Roofing Contract Approval

The Building Department is requesting approval the attached contract with Corolla Contracting Inc. in the amount of \$1,111,011.

The project includes the replacement of a rubber roof at the Administration section (front) of the High School, two small roofs in the back of the Physical Education Building and three sections of rubber roof on the back of the Unified Arts Building.

The Contractor will remove existing (rubber) roofing and re-install additional insulation with a new rubber roof membrane.

Bids were opened on May 23, 2025. There were eight (8) bidders:

Bidder	Base Bid
Corolla Contracting, Inc	\$1,111,011.00
Triumph Roofing Inc	\$1,232,650.00
Gibson Roof, Inc.	\$1,248,000.00
Wayne Roofing Systems LLC	\$1,344,000.00
J.D Rivet & Co. Inc.	\$1,362,523.00
WPI Construction Inc.	\$1,424,145.00
Greenwood Industries, Inc.	\$1,494,000.00

Our Consultant, Socotec, is recommending the contract be awarded to Corolla Contracting, Inc.

Attachment

www.socotec.us



May 27, 2025

Mr. Charlie Simmons
Director of Public Buildings
Town of Brookline – Building Department
333 Washington Street, Room 311
Brookline, Massachusetts 02445

Re: Roof Replacement Project

Brookline High School Physical Education Building Unified Arts Building

Brookline, Massachusetts

SOCOTEC Project No. AE245983.1

Mr. Simmons:

We have reviewed the General Bids for the referenced project that were received on 05/23/25. Eight (8) bids were received; Corolla Contracting, Inc. submitted a low bid of \$1,111,011. Corolla Contracting Inc. provided all documents required with their bid.

Corolla Contracting, Inc. did submit a Form for General Bid that acknowledged Addendum 1, a Unit Price form, 5% Bid Bond, OSHA Compliance Form, and DCAMM Certificate of Contractor Eligibility as requested in the contract documents.

We have considered the information submitted by Corolla Contracting, Inc. in their DCAMM Certificate of Eligibility and their DCAMM Update Statement. Corolla Contracting, Inc. is DCAMM certified in Roofing, with an Average Project Evaluation Rating of 91. Corolla Contracting, Inc. is a medium volume general contracting company, with an Aggregate Work Limit (AWL) of \$10,000,000 and a Single Project Limit (SPL) of \$4,201,000. All references previously contacted indicated that Corolla Contracting, Inc. is a good contractor who completes their projects on time.

We believe that Corolla Contracting, Inc. is qualified to perform work on this project; they do possess the skill and ability necessary for faithful performance of the work called for by the contract. Based on the above information, we believe that Corolla Contracting, Inc. has submitted the low, eligible, and responsible bid for this project. We recommend that this project be awarded to Corolla Contracting, Inc. We trust this information meets your needs at this time. Should you have any questions, please contact me.

If you have any questions, concerns or comments please call or email me at your convenience.

Very truly yours,

Richard & Borham

Richard J. Gorham Senior Project Manager

#### **PERFORMANCE BOND**

(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)

Bond No. 0871349

#### KNOW ALL MEN BY THESE PRESENTS:

That Corolla Contracting, Inc., 15 Bates Avenue, Winthrop, MA 02152

as Principal, hereinafter called Contractor, and Harco National Insurance Company, 4200 Six Forks Road, Suite 1400, Raleigh, NC 27605

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Brookline, 333 Washington Street, Brookline MA 02445

as Obligee, hereinafter called Owner, in the penal sum of One Million One Hundred Eleven Thousand Eleven & 00/100

DOLLARS (\$1,111,011.00

for the payment of which sum well and truly to be made we bind ourselves, our helrs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 4th day of June, 2025

entered into a contract with Owner for Roof Replacement - Brookline High School, Physical Education Bldg. & Unified Arts Bldg

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements for said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on June 5, 2025.

Corolla Contracting, Inc.

With east to Principal:

By Robert Challen V.A.

By Robert Challen V.A.

Harco National Insurance Company

By Tara L. Clifford, Altofrey-in-Fuct

#### **PAYMENT BOND**

# (PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)

Bond No. 0871349

## KNOW ALL MEN BY THESE PRESENTS:

That Corolla Contracting, Inc. 15 Bates Avenue, Winthrop, MA 02152

as Principal, hereinafter called Contractor, and Harco National Insurance Company 4200 Six Forks Road, Suite 1400, Raleigh, NC 27605

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Brookline, 333 Washington Street, Brookline MA 02445

as Obligee, hereinafter called Owner, in the penal sum of One Million One Hundred Eleven Thousand Eleven & 00/100

DOLLARS (\$1,111,011.00

)

for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 4, 2025

entered into a contract with Owner for Roof Replacement - Brookline High School, Physical Education Bldg. & Unified Arts Bldg

NOW, THEREFORE, if the Contractor and his subcontractors shall pay for labor performed and materials used or employed in the employed in the prosecution of the work provided for in said contract and for all other items of the kind and nature specified in Chapter 149, Section 29, of the General Laws of Massachusetts, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that in order to obtain the benefits of this bond, all claimants shall comply with all the provisions of said of said Chapter 149, Section 29, which are pertinent to their claims, and all rights and liabilities on this bond shall be determined and limited by said section to the same extent as if this were copied at length herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on June 5, 2025.

Corolla Contracting, Inc.

Witness as to Principal:

By Crue J Cholle Marco National Insurance Company

By Ci Ca L Clifford, Attorney-In-Fact

#### 0871349

#### POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTINA D. HICKEY, FRANK J. SMITH, DONNA M. ROBIE, ELLEN J. YOUNG, TARA L. CLIFFORD

#### Northborough, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

\*RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys in Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

INSUA

Michael F. Zurcher

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2024 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

a Notary Public of New Jersey Cathy Cruz My Commission Expires April 16, 2029

#### CERTIFICATION

i, the undersigned officer of HARGO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavil, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. June 5, 2026

# AIA Document A101 - 2017

# Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «fourth» day of «June» in the year «Twenty Twenty five» (In words, indicate day, month and year.)

#### BETWEEN the Owner:

(Name, legal status, address and other information «»Town of Brookline «»333 Washington Street «»Brookline, Massachusetts 02445

#### and the Contractor:

(Name, legal status, address and other information)

«»Corolla Contracting, Inc. «»120 Banks Street «»Winthrop, Massachusetts 02152 «»

for the following Project:
(Name, location and detailed description)

«»Roof Replacement Project «»Brookline High School, Physical Education «»Building, & Unified Aarts Building Brookline, Massachusetts SOCOTEC Project No. AE245983.1

#### The Architect:

(Name, legal status, address and other information)

«»SOCOTEC AE Consulting, LLC 75 Hood Park Drive, Suite 300 Charlestown, Massachusetts 02129

The Owner and Contractor agree as follows.

#### 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.

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

The parties should complete A1010-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. ATA Document A2010-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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#### **TABLE OF ARTICLES**

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- 2 THE WORK OF THIS CONTRACT
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- 8 MISCELLANEOUS PROVISIONS
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#### **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [ ( ) The date of this Agreement.
- [ \* > ] A date set forth in a notice to proceed issued by the Owner.
- [ \* X » ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« June 20, 2025»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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User Notes: Error! Unknown document property name. (1465471053)

(Check one of the following boxes and complete the necessary information.)

- Not later than (()) (()) calendar days from the date of commencement of the Work.
- [ «X» ] By the following date: «August 22, 2025»
- § 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

NA

NA

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million One Hundred Eleven Thousand Eleven » (S«1,111,011.QQ»), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

item	Price
NA THE STATE OF TH	NA

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ltem	Price	Conditions for Acceptance
NA	NA	NA .

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
NA.	NA

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Random removal and replacement of	500 SF	Add: \$14.00/SF
deteriorated steel decking  2. Random wire brushing and painting and	500 SF	Deduct \$10.00/SF Add: \$8.00/SF
painting of rusted steel decking		Deduct: \$6.00/SF

<ol> <li>Random installation of galvanized steel sheet over existing steel roof deck.</li> </ol>	500 SF	Add: \$8.00/SF
4. Random installation of necessary	0 EA.	Deduct: \$6,00/SF Add: 1,00/EA
fasteners for proper steel deck securement		Deduct: .50/EA
5. Randon removal and replacement of	1000 BF	Add: \$6.00/8F
existing deteriorated wood blocking  6. Random removal and replacement of	1000 SF	Deduct: \$4,00/8F
existing deteriorated wood plank decking,	1VV OF	Add: \$8.00/SF Deduct: \$6.00/SF

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

estailure of Contractor to complete the work or any part of the work within the specified, Town of Brookline shall recover as liquidated damages \$1000.00 per day for every day beyond the contract completion dates or completion dates as extended in accordance with A201-2017. Owner and Contractor recognize that Owner will suffer financial loss if the work is not completed on schedule, thus such liquidated damages for delay reflect an agreed upon approximation of loss suffered by Owner because of such delay and do not constitute a penalty.

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« Not Applicable»

#### **ARTICLE 5 PAYMENTS**

#### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No Change( )

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the class day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the class day of the collowings month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than key (a) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's

professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner:

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

#### «»Five Percent

#### § 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

#### « »Not Applicable

#### § 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

#### «Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

#### « »Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« Not Applicable »

#### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

«NA» %«NA»

#### **ARTICLE 6 DISPUTE RESOLUTION**

#### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

- « »Not Applicable
- **(( )**>
- **«»**

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [ km] Litigation in a court of competent jurisdiction
- (w) Other (Specify)

**(( )**)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« Not Applicable»

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

#### § 8.2 The Owner's representative:

(Name, address, email address, and other information)

« »Mr. Charlie Simmons
Director of Public Facilities
«Town of Brookline – Building Department
333 Washington Street, Room 311
Brookline, Massachusetts 02445
« »csimmonsw@brooklinema.gov
« »

#### § 8.3 The Contractor's representative:

(Name, address, emuil address, and other information)

« »Mr. Robert Corolla, President President « »Corolla Contracting, Inc. « »15 Bates Avenue « »Winthrop, Massachusetts 02152

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, <u>Exhibit A</u>, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>—2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«»Not Applicable

§ 8.7 Other provisions:

« Not Applicable»

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AlA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds

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- .3 AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
  (Insert the date of the building information modeling exhibit incorporated into this Agreement.)

#### « Not Applicable »

#### .5 Drawings

Number	Title	Date
<u>T)</u>	<u>TITLE SHEET</u>	05.02.25
<u>12</u>	ROOF COMPOSITIONS, LOCUS PLAN,	05.02.25
	<u>&amp; GENERAL NOTES</u>	
<u>A1</u>	ROOF AREA PLAN – BROOKLINE	05.02,25
	HIGH SCHOOL	
<u>A2</u>	ROOF AREA PLAN PHYSICAL	05.02.25
	EDUCATION BUILDING	
<u>A3</u>	ROOF AREA PLAN – UNIFIED ARTS	05.02.25
	BUILDING	
<u>A4</u>	TAPERED ROOF AREA PLAN -	05.02,25
	BROOKLINE HIGH SCHOOL	
<u>A5</u>	TAPERED ROOF AREA PLAN -	05,02,25
	PHYSICAL EDUCATION BUILDING	
Δ6	TAPERED ROOF AREA PLAN -	05.02.25
	UNIFIED ARTS BUILDING	33.00
<u>A1</u>	DETAILS	05.02.25
	DETAILS	05.02.25
A8 A9	DETAILS	05.02.25
<u>Ā10</u>	DETAILS	05.02.25
	DETAILS	05.02.25
	DETAILS	05.02.25
<u>Ā13</u>	DETAILS	
JALK	<u> Matairo</u>	<u>05.02.25</u>

#### .6 Specifications

Section	Title	Date	Pages
<u>01 02 50</u>	Measurement and Payment	05.02.25	
<u>01 04 00</u>	Coordination and Meetings	05.02.25	5 4 4 4 3 9
<u>01 22 00</u>	Unit Prices	05.02.25	4
<u>01 33 00</u>	<u>Submittals</u>	05.02.25	4
<u>01 40 00</u>	Quality Control	05.02.25	3
<u>01 50 00</u>	Construction Facilities and Temporary	05.02.25	9
	Controls		***************************************
<u>01 60 00</u>	Materials and Equipment	05,02.25	4
<u>01 70 00</u>	Contract Closeout	05.02.25	44
<u>02 05 00</u>	<u>Demolition</u>	05,02,25	<u>10</u>
<u>05 31 50</u>	Steel Deck Repairs	05.02,25	9
<u>06 10 63</u>	Rough Carpentry	05,02,25	<u>9</u> <u>10</u>
<u>07 22 00</u>	Roof Insulation	05,02,25	14
<u>07 54 19</u>	PVC Roofing and Flashing	05.02,25	36
<u>07 56 00</u>	Fluid Applied Waterproofing	05.02,25	36 17
<u>08 11 10</u>	Steel Doors	05.02.25	<u> 13</u>
<u>22 00 01</u>	Plumbing - Roof Drains	05.02.25	10
' <u>23 00 01</u>	Temporary Mechanical Disconnects	05.02.25	5
<u>26 00 01</u>	Temporary Electrical Disconnects	<u>05.02,25</u>	10 2 4

#### .7 Addenda, if any:

	Numbe Adder	er <u>adum No. 1</u>	Date <u>May 15, 2025</u>	Pages 9	
		s of Addenda relating to bion			
.8		Exhibits: all boxes that apply and in d.)	nclude appropriate inf	ormation identifying t	he exhibit where
	[«»]	AIA Document E204 <sup>TM</sup> -201 (Insert the date of the E204			ated below:
		₩.>>			
	[ K N ]	The Sustainability Plan:			
	Titl	8	Date	Pages	
	[ «»]	Supplementary and other Co	anditions of the Contract	•	
	Do	cument	Title	Date	Pages
.9	(List he Docum sample require propose	locuments, if any, listed belowere any additional documents ent A201 <sup>TM</sup> —2017 provides the forms, the Contractor's bid of ments, and other informationals, are not part of the Contracts should be listed here only	that are intended to for at the advertisement or r proposal, portions of a furnished by the Owi act Documents unless o	invitation to bid, Instru Addenda relating to bio ser in anticipation of mumerated in this Agr	ctions to Bidders, dding or proposal receiving bids or eement. Any such
	«Coroll	a Contracting, Inc. Form For (	General Bid Dated May	16, 2025, attached here	eto (9 Pages) »
This Agreem	ent enterc	ed into as of the day and year f	first written above.		
OWNER (S			Pos	The Could	Parender

President

«,» Mr. Roberi Corolla«»

Director of Public Facilities

Mr. Charlie Simmons» «»

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Krystyna Berry		
Arthur J. Gallagher Risk Management Services, LLC 145 Otis Street		PHONE (A/C. No. Ext): 800-333-7234	FAX (A/C, No): 781-586-8244	
Northboro MA 01532		E-MAIL ADDRESS: Krystyna_Berry@ajg.com		
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A: Admiral Insurance Company	24856	
INSURED	COROCON-01	INSURER B: Carolina Casualty Insurance Compan	y 10510	ı
Corolla Contracting Inc DBA Corolla Roofing		INSURER C: Ironshore Specialty Insurance Co	25445	1
15 Bates Avenue		INSURER D : Selective Insurance Co of America	12572	
Winthrop MA 02152		INSURER E: Selective Insurance Co of SC	19259	ı
		Insurer F:		

**REVISION NUMBER: COVERAGES CERTIFICATE NUMBER: 1553385180** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER Х COMMERCIAL GENERAL LIABILITY CA000049594-02 6/30/2024 6/30/2025 EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000 CLAIMS-MADE X OCCUR \$300,000 PREMISES (Ea occurrence)

\$5,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-PRODUCTS - COMP/OP AGG \$ 2,000,000 \$\$25,000 Deductible OTHER: COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 E **AUTOMOBILE LIABILITY** A 9110471 6/30/2024 6/30/2025 ANY AUTO BODILY INJURY (Per person) \$20,000 OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$40,000 Х PROPERTY DAMAGE (Per accident) Х Х \$ AUTOS ONLY 6/30/2025 Α UMBRELLA LIAB GX000006621-02 6/30/2024 **EACH OCCURRENCE** \$5,000,000 OCCUR Х **EXCESS LIAB** \$5,000,000 AGGREGATE CLAIMS-MADE DED X RETENTIONS WORKERS COMPENSATION PER STATUTE CCWC391002 6/30/2024 6/30/2025 AND EMPLOYERS' LIABILITY \$1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$1,000,000/\$2 MIL \$500,000 Per Occur/Aggregate Rented/Leased ICELLUW00158854 Pollution Liability 6/30/2024 6/30/2025 6/30/2024 6/30/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Brookline High School, Physical Education Building, & Unified Arts Building Roof Replacement Project

Brookline High School – 115 Greenough Street «»Physical Education Building – 66 Tappan Street «»Unified Arts Building – 46 Tappan Street Brookline, Massachusetts 02445

CERTIFICATE HOLDER	CANCELLATION
Town of Brookline	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
333 Washington Street Brookline MA 02445	AUTHORIZED REPRESENTATIVE

Page One of Two Pages

AIA DOCUMENT G102 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* 1992 EDITION \* AIA® \* © 1992 \* THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

of the Owner or Contractor under this Contract.

AVENUE, N.W., WASHINGTON, D.C. 20006-5292



# TOWN of BROOKLINE

Massachusetts

# **BUILDING DEPARTMENT**

Charles A. Simmons
Director of Public Buildings

#### Contract Approval

The School Committee approves the contract with Corolla Contracting, Inc. in the amount of \$1,111,011 for the Roofing Project at Brookline High School, Physical Education Building and the Unified Arts Building. The Contractor will remove existing (rubber) roofing and re-install additional insulation with a new rubber roof membrane.

Charles A. Simmons,	School Committee, Chair	
Director of Public Buildings	Valerie K. Frias	
	School Committee, Vice Chair Sarah Moghtader	
June 9, 2025		
Date	Date	