



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.**

*The 1987 Edition of AIA Document A201, 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.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of
Two Thousand and Nineteen

BETWEEN the Owner:
(Name and address)

The Town of Brookline
333 Washington Street
Brookline, Massachusetts 02445

and the Contractor:
(Name and address)

WES Construction Corp.
650 Industrial Drive
Halifax, Massachusetts 02338

The Project is:
(Name and location)

Insulation Upgrades to the Coolidge Corner School
345 Harvard Street
Brookline, Massachusetts 02445

The Architect is:
(Name and address)

HMFH Architects, Inc.
130 Bishop Allen Drive
Cambridge, Massachusetts 02139

The Owner and Contractor agree as set forth below.

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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; these 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 Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The Contractor shall provide, or arrange for, and fully supervise all labor necessary to complete the work, all materials and equipment included in such work, and all services necessary for the timely and proper work of the project in accordance with the contract documents.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be the date of the Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Substantial Completion date is 8 November 2019.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated Damages are \$750 per calendar day.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of
Three Hundred Forty Thousand Dollars
(\$ 340,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

N/A

4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5

PROGRESS PAYMENTS

5.1 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.

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

All payments shall be made in accordance with applicable statute(s) of the Commonwealth of Massachusetts.

5.3 Provided an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Five percent (5.0 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add 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), less retainage of Five percent (5.0 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Article 5.2

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See Article 5.2

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 17 July 2019, and are as follows:

| Document | Title | Pages |
|--|-------|-------|
| The Supplementary and other conditions of the contract are those contained in the "Project Manual" dated 17 July 2019, and are as follows: | | |

"Introductory Information, Procurement Requirements, and Contracting Requirements" as listed in Attachment 1.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section | Title | Pages |
|---------|-------|-------|
|---------|-------|-------|

The Specifications are those contained in the "Project Manual" dated as in subparagraph 9.1.3 and are as follows:

"Division 1 - General Requirements, and Divisions 2 through 33, inclusive, as listed in Attachment 1.

9.1.5 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

| Number | Title | Date |
|--------|--|--------------|
| 01 | Cover Sheet | 17 July 2019 |
| A0.1 | Insulation Upgrades Plan Layout and Details Sheet 1 | 17 July 2019 |
| A0.2 | Insulation Upgrades Plan Layout and Details Sheet 2 | 17 July 2019 |
| E1.1I | Insulation Upgrades at the Coolidge Corner School - Electrical | 17 July 2019 |

9.1.6 The Addenda, if any, are as follows:

| Number | Date | Pages |
|--------|---------------|------------------------------|
| #1 | 29 July 2019 | Two (2) and Drawing E1.1I |
| #2 | 5 August 2019 | One (1) |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Certification of Payment of State Taxes, Vote of the Corporation and Non-Collusion Affidavit, all of which constitute Attachment 2.
2. The proper and properly executed bonds and insurance certificate(s) form attachments to this contract.
3. Attachments numbered one and two referred to herein are incorporated by reference and made a part of this contract.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Refer to the following page for additional signature use.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

INSULATION UPGRADES TO THE COOLIDGE CORNER SCHOOL

Building Commission:

Janet Fierman, Chair

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

Select Board:

Bernard W. Greene, Chair

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

School Committee:

Julie Schreiner-Oldham, Chair

Barbara Scotto

Susan Wolf Dittkoff

Helen Charlupski

Suzanne Federspiel

Sharon Abramowitz

Jennifer Monopoli

David A. Pearlman

Michael Glover

Mary Ellen Norman, Deputy
Superintendent

Certification:

I hereby certify, in accordance with Mass. Gen. Laws ch. 44 paragraph 31C that an appropriation in the amount of \$340,000.00 has been made and is available for compensation to the Contractor for the work described in this Agreement and all approved requisitions, invoices and change orders.

Michael DiPietro, Town Comptroller

Approved As to Form:

Joslin Murphy, Town Counsel

TABLE OF CONTENTS**PROCUREMENT AND CONTRACTING REQUIREMENTS****Pages****Introductory Information**

| | |
|---------------------------------------|---|
| 000101 - Project Title Page..... | 1 |
| 000110 - Table of Contents..... | 3 |
| 000115 - List of Drawing Sheets | 1 |

Procurement Requirements

| | |
|---|---|
| 001116 - Invitation to Bid | 2 |
| 002113 - Instructions to Bidders | 4 |
| 002213 - Supplemental Instructions to Bidders..... | 2 |
| 004113 - Form for General Bid | 2 |
| 004313 - Bid Security Form..... | 2 |
| 004519 - Non-Collusion Affidavit | 1 |
| 004544 - Vote of Corporate Authorizing Execution of Contract..... | 1 |
| 004548 - Certification of Payment of State Taxes | 1 |

Contracting Requirements

| | |
|---|----|
| 005215 - Agreement between Contractor And Owner..... | 8 |
| 005216 - Supplement to the Standard Agreement | 3 |
| 006113 - Labor and Materials Performance Payment Bond | 2 |
| 006113.13 - Performance Bond..... | 2 |
| 006211 - Submittal Transmittal Form | 1 |
| 006313 - Request for Interpretation Form (RFI) | 1 |
| 006325 - Substitution Request Form | 2 |
| 007200 - General Conditions..... | 24 |
| 007300 - Modifications to the General Conditions..... | 37 |
| 007310 - Special Conditions | 3 |
| 007339 - MBE/WBE Participation Requirements..... | 8 |
| 007343 - Wage Rate Schedules..... | 1 |
| 007343.1 - Prevailing Wage Rates..... | 40 |

DIVISION 1 - GENERAL REQUIREMENTS**Pages**

| | |
|---|---|
| 011100 - Summary of Work..... | 4 |
| 012600 - Contract Modification Procedures | 4 |
| 012900 - Payment Procedures | 4 |
| 013100 - Project Management And Coordination..... | 4 |
| 013113 - Project Coordination | 2 |
| 013119 - Project Meetings | 3 |
| 013226 - Construction Progress Reporting..... | 3 |
| 013300 - Submittal Procedures..... | 6 |
| 013516 - Alteration Project Procedures..... | 2 |
| 014200 - References | 3 |
| 014500 - Quality Control | 9 |
| 014529 - Testing Laboratory Services | 4 |
| 015000 - Temporary Facilities and Controls | 7 |
| 016000 - Product Requirements | 3 |

000110-1

TABLE OF CONTENTS

HMFH PROJECT NO. 401213.9
JULY 17, 2019

INSULATION UPGRADES
TO THE COOLIDGE CORNER SCHOOL
BROOKLINE, MA

| | |
|-------------------------------------|---|
| 017300 - Execution | 7 |
| 017329 - Cutting and Patching..... | 4 |
| 017700 - Closeout Requirements..... | 9 |

DIVISION 2 - EXISTING CONDITIONS

(not used)

DIVISION 3 - CONCRETE

(not used)

DIVISION 4 - MASONRY

(not used)

DIVISION 5 - METALS

(not used)

DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES

Pages

| | |
|--------------------------|---|
| 061600 - Sheathing | 3 |
|--------------------------|---|

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Pages

| | |
|--------------------------------------|---|
| 072100 - Thermal Insulation | 6 |
| 072500 - Air and Vapor Barriers..... | 8 |

DIVISION 8 - OPENINGS

(not used)

DIVISION 9 - FINISHES

Pages

| | |
|-----------------------------|---|
| 092900 - Gypsum Board | 8 |
| 099100 - Painting | 7 |

DIVISION 10 - SPECIALTIES

(not used)

DIVISION 11 - EQUIPMENT

(not used)

DIVISION 12 - FURNISHINGS

(not used)

DIVISION 13 - SPECIAL CONSTRUCTION

(not used)

DIVISION 14 - CONVEYING EQUIPMENT

(not used)

DIVISION 21 - FIRE SUPPRESSION

(not used)

DIVISION 22 - PLUMBING

(not used)

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

(not used)

HMFH PROJECT NO. 401213.9
JULY 17, 2019

INSULATION UPGRADES
TO THE COOLIDGE CORNER SCHOOL
BROOKLINE, MA

DIVISION 26 – ELECTRICAL

Pages

260001 - Electrical Work 31

DIVISION 27 - COMMUNICATIONS

(not used)

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

(not used)

DIVISION 31 - EARTHWORK

(not used)

DIVISION 32 - EXTERIOR IMPROVEMENTS

(not used)

DIVISION 33 - UTILITIES

(not used)

END OF DOCUMENT

DOCUMENT 004519

NONCOLLUSION AFFIDAVIT
(GENERAL BID ONLY)

The undersigned, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein, the word person shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature: _____

Name of Person signing bid: _____

Name of Business: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

(Title)

My commission expires _____

END OF SECTION

HMFH PROJECT NO. 401213.9
JULY 17, 2019

INSULATION UPGRADES
TO THE COOLIDGE CORNER SCHOOL
BROOKLINE, MA

DOCUMENT 004544

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

At a meeting of the Board of Directors of _____

duly called and held on _____

and acting throughout, the following vote was duly adopted:

VOTED: That _____

of the corporation, be and hereby is authorized to affix the corporate seal, sign and deliver in the name

and behalf of the corporation a contract with _____

for the construction of _____

at _____

(\$ _____

to secure the performance of said contract and payment for labor and materials for each year of the term of the Contract, all in such form and on such terms and conditions as he, by the execution thereof, shall deem proper.

A true copy.

ATTEST:

Clerk of the Corporation

Countersignature: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign contract or instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

END OF SECTION

HMFH PROJECT NO. 401213.9
JULY 17, 2019

INSULATION UPGRADES
TO THE COOLIDGE CORNER SCHOOL
BROOKLINE, MA

DOCUMENT 004548

CERTIFICATION OF PAYMENT OF STATE TAXES
(GENERAL BID ONLY)

Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that the attestation below be signed:

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

If an Individual:

Social Security Number _____

If a Corporation:

Federal ID Number _____

Signed _____

Subscribed and sworn to before me

this _____ day of _____, 20__

(Title)

My commission expires _____

END OF SECTION