

TOWN - CONTRACTOR AGREEMENT
CONTRACT NO. MSBA ID 202001390010

Awarding Authority: Town of Hopkinton, acting by and through its
Elementary School Building Committee
Project Title/Project Location: Charleswood Elementary School
Contractor: Brait Builders Corporation
Designer: Perkins Eastman DPC
Owner's Project Manager: The Vertex Companies, LLC
Authorized Representative of the Town: Jonathan Graziano, Chair, Elementary School
Building Committee, or other such individual(s) as he or she shall designate, in writing.

THIS AGREEMENT made this 30th day of May, 202 5 by and between the TOWN OF Hopkinton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 18, Main St, MA 01748, acting by and through its Permanent Building Committee (the "Town", "Owner" or "Awarding Authority"), and Brait Builders Corporation, a corporation with a principal place of business at 57 Rockwood Rd. Marshfield MA 02050 (the "Contractor") for all Work required by the Contract Documents for construction of Charleswood Elementary School (the Project").

Terms used in this Town - Contractor Agreement are defined in the General Conditions of the Contract and shall have the meanings designated therein.

The Town and the Contractor agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, equipment and supervision and perform all work required in strict accordance with the Contract Documents for the following project:

Charleswood Elementary School

ARTICLE 2. CONTRACT TIME. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall, within 869 days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 45 days after the date specified for Substantial Completion.

If the Contractor fails to achieve Substantial Completion as provided in this Article 2 and the Contract, liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each calendar day after substantial

completion shall be assessed. Refer to Section 8.1.1 of the General Conditions of the Contract for other liquidated damages provisions.

The Contractor hereby agrees that if he fails to commence the work, carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Contractor in writing to proceed with the work as per the schedule or to carry on the work with reasonable speed. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 3. THE CONTRACT PRICE. The Town shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by approved Modification(s), the Contract Price of One Hundred Two Million Two Hundred Seventy Thousand dollars (\$102,270,000). The Unit Prices, if any, approved by the Town are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s): 1. Synthetic Turf Playing Field

ARTICLE 4. APPROVED SUBCONTRACTORS. The filed Subcontractors listed in the Contractor's General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Town.

ARTICLE 5. CONTRACT DOCUMENTS. The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- a. This TOWN-CONTRACTOR Agreement
- b. The Town's Invitation for Bid # MSBA ID 202001390010 issued by the Town of Hopkinton Elementary School Building Committee;
- c. The Project Manual for (Specifications Volumes 1&2), for the Charleswood Elementary School Project, produced by Perkins Eastman Architects dated March 20, 2025 including, where used, the Instructions to Bidders; General Conditions; Supplementary Conditions; Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; General Requirements and Project Specifications; and Drawings; The Contract Documents, (Drawings Volumes 1&2), for the Charleswood Elementary School Project, produced by Perkins Eastman Architects dated March 20, 2025.
- d. Addenda Number(s) #1-10 as follows;

Addendum #1 Date: April 8, 2025, Pages: 39
Addendum #2 Date: April 16, 2025, Pages: 356
Addendum #3 Date: April 24, 2025, Pages: 668
Addendum #4 Date: April 28, 2025, Pages: 24
Addendum #5 Date: April 29, 2025, Pages: 24
Addendum #6 Date: April 30, 2025, Pages: 25
Addendum #7 Date: May 1, 2025, Pages: 25
Addendum #8 Date: May 8, 2025, Pages: 74
Addendum #9 Date: May 9, 2025, Pages: 43
Addendum #10 Date: May 12, 2025, Pages: 117

- e. The General Bid of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Modifications issued by the TOWN after execution of this TOWN-CONTRACTOR Agreement.
- h. Exhibit A: MBE/WBE/VBE/SDVOBE Schedule of Participation Dated May 22, 2025, Pages: 17
- i. Exhibit B: Document 01 2201 Unit Prices Proposal Sheet, Pages: 53

This TOWN-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the TOWN and the CONTRACTOR.

ARTICLE 6. CERTIFICATIONS. Pursuant to M.G.L. c. 62(c), § 49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

ARTICLE 7. APPLICABLE STATUTES. In all respects, this Agreement shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public construction contracts including, but not limited to, Massachusetts General Laws Chapters 7C, 10, 30, 144 and 149. The provisions of the Massachusetts General Laws regarding public construction shall take precedence over any and all other contract provisions or documents. Any conflicts among

provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws. However, compliance with a statute does not diminish the Contractor's responsibilities hereunder. The Contractor warrants that he or she is familiar with and agrees to abide by laws of the Commonwealth of Massachusetts, local bylaws and regulations, as most recently amended, which govern the award of this contract. They will be deemed to be included in the contract the same as though written out in full.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By Kaitlin Johnson

Print Name Kaitlin Johnson

Affix Corporate Seal Here

Title President



TOWN OF Hopkinton

by:

Jon Dan

Jonathan Graziano
Chair, ESBC

Date 6/3/25

Certification as to Appropriation of Funds:

Town funds are available in the following account:

By Mr. Schuster

Financial Services Director

Date 6-3-25

CERTIFICATE OF AUTHORITY - CORPORATE

I, Thomas Dahill, hereby certify that I am the Clerk/Secretary
of Brait Builders Corporation corporation, and
(Insert full name of Corporation)

that Kaitlin Johnson is the duly elected
(Insert the name of officer who signed the **contract and bonds**.)

President of said corporation, and that on March 8, 2022
(Insert the title of the officer)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the
directors were present waived notice, it was voted that he/she be and hereby is authorized to
execute contracts and bonds in the name and on behalf of said corporation, and affix its
Corporate Seal thereto, and such execution of any contract of obligation in this corporation's
name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this
corporation; and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date set forth below.

ATTEST:


(Signature of Clerk or Secretary)

Name: Thomas Dahill
(Please print or type name)

AFFIX CORPORATE SEAL HERE

Date: 6/2/2025
(Insert a date that is **ON OR AFTER** the date
the officer signed the **contract and bonds**.)



FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for Charleswood Elementary School for the Town of Hopkinton in Hopkinton,MA in accordance with the accompanying plans and specifications prepared by Perkins Eastman Architects for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered ,1,2,3,4,5,6,7,8,9,10

C. The proposed contract price is one hundred one million nine hundred thousand dollar
\$101,900,000.00

For Alternate No. 1 Synthetic Turf Playing Field Add \$370,000.00 Subtract \$0.00

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.
\$58,605,624.00

Item 2. Sub-bids as follows:

Sub-Trade	Name of Filed Sub-bidder	Sub-bid Amount	Bond Required
04 0001	Fernandes Masonry, Inc.	5,208,000.00	Yes
05 0001	V&G Ironworks	2,087,087.00	Yes
07 0001	The Waterproofing Company	2,817,300.00	Yes
07 0002	Greenwood Industries, Inc.	2,307,000.00	Yes
08 0001	Chandler Architectural Products Inc	1,695,000.00	Yes
08 0002	Chandler Architectural Products Inc	385,000.00	Yes
09 0002	Pavilion Floors, Inc.	434,898.00	Yes
09 0003	K&K Acoustical Ceilings, Inc.	1,466,000.00	Yes
09 0005	CJM Services, Inc.	875,863.00	Yes
09 0007	John W. Egan Co., Inc.	502,500.00	Yes
09 4000	Joseph Cohn and Son Tile & Terrazzo, LLC	485,728.00	Yes
14 0001	Delta Beckwith Elevator Company	390,000.00	Yes
21 0000	Rustic Fire Protection	1,365,000.00	Yes
22 0000	E. Amanti & Sons Inc.	3,472,000.00	Yes
23 0000	Patrick J Kennedy & Sons, Inc.	9,823,000.00	Yes
26 0001	Wayne J. Griffin Electric, Inc.	9,980,000.00	Yes

Total of Item 2.\$43,294,376.00

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

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

- E. The undersigned agrees that if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that they will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the 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 in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder

Date: May 15, 2025

Brait Builders Corporation

(Name of General Bidder)

Signed:



By: Kaitlin Johnson- President

(Name and Title of Person Signing Bid)

57 Rockwood Road

(Business Address)

Marshfield, MA

(City and State)

Document 01 2201 Unit Prices Proposal Sheet

1.1 BID INFORMATION

- A. Bidder: Brait Builders Corporation
- B. Project Name: Charleswood Elementary School
- C. Project Location: 147 Hayden Rowe St., Hopkinton, MA.
- D. Owner: Town of Hopkinton, 18 Main Street, Hopkinton, MA.
- E. Architect: Perkins Eastman, Inc., 20 Ashburton Place, Floor 8, Boston, MA 02108.
- F. Architect Project Number: 95421.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Rock/Ledge excavation and disposal.
 - 1. ADD (to Quantity Allowance): Three Hundred and Fifty Dollars
(\$ 350.00) per cu. yd.
 - 2. SUBTRACT (from Quantity Allowance): One Hundred and Fifty Dollars
(\$ 150.00) per cu. yd.
- B. Unit-Price No. 2: Removal of unsatisfactory soil and replacement with satisfactory soil material.
 - 1. ADD (to Quantity Allowance): One Hundred and Forty Dollars
(\$ 140.00) per cu. yd.
 - 2. SUBTRACT (from Quantity Allowance): Fifty Dollars
(\$ 50.00) per cu. yd.

- C. Unit-Price No. 3: Removal and Disposal of Boulders Largest Dimension greater than 36"
1. ADD (to Quantity Allowance): Two Hundred and Fifty Dollars
(\$ 250.00) per cu. yd.
 2. SUBTRACT (from Quantity Allowance): Eighty Dollars
(\$ 80.00) per cu. yd.
- D. Unit-Price No. 4: Replacement of removed Boulder or Ledge volume with satisfactory soil material.
1. ADD (to Quantity Allowance): One Hundred Dollars
(\$ 100.00) per cu. yd.
 2. SUBTRACT (from Quantity Allowance): Fifty Dollars
(\$ 50.00) per cu. yd.
- E. Unit-Price No. 5: Disposal of Soils Greater than Background, greater than RCS-1 and Less than RCS-2
1. ADD (to Quantity Allowance): One Hundred and Sixty Dollars
(\$ 160.00) per cu. yd.
 2. SUBTRACT (from Quantity Allowance): Eighty Dollars
(\$ 80.00) per cu. yd.
- F. Unit-Price No. 6: Moisture vapor emission control without cementitious underlayment.
1. Four Dollars and Fifty Cents Dollars (\$ 4.50) per sq. ft.
- G. Unit-Price No. 7: Moisture vapor emission control including cementitious underlayment.
1. Five Dollars and Seventy Five Cents Dollars (\$ 5.75) per sq. ft.

Charleswood Elementary School
Town of Hopkinton
Perkins Eastman DPC, Project No. 95421

March 20, 2025
CD Submission

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this 15th day of May, 2025

Submitted By: Brait Builders Corporation (Insert name of bidding firm or corporation).

Authorized Signature:  (Handwritten signature).

Signed By: Kaitlin Johnson (Type or print name).

Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT

BID SHEET TO CONSTRUCT BEDROCK WELLS (UNIT PRICING SHEET)

Following unit prices, to be filled out by all bidders, shall be used for additions or deletions to bedrock well construction due to actual site conditions. Prices shall include said material and installation labor as well as necessary equipment costs complete in place, along with any applicable taxes, supervision, and delivery charges.

Item No.	Item Description	Item Qty.	Item Units	Fill-In Unit Price	Balance for Total Price
1	Pre-Construction Meeting with Owner's Representative and Engineer	1	Meeting	\$5,000.00	\$5,000.00
2	Mobilization and Setup at Site Permits and Utility Location Services	1	Mobilization	\$10,000.00	\$10,000.00
3	Laboratory Water Quality Analysis and Report for Sample Collected from Bedrock Well	1	Lab Analysis	\$4,500.00	\$4,500.00
4	10-Inch Drilling in Overburden for 6-Inch Irrigation Bedrock Well Casing	50	feet	\$35.00	\$1,750.00
5	10-Inch Drilling in Bedrock for 6-Inch Irrigation Bedrock Well Casing	20	feet	\$40.00	\$800.00
6	2-Inch Annular Grout Seal around Well Casing for Aquifer and Well Protection	70	feet	\$100.00	\$7,000.00
7	6-Inch Steel Well Casing for Irrigation Bedrock Well	70	feet	\$40.00	\$2,800.00
8	6-Inch Bedrock Drilling for Irrigation Bedrock Well	530	feet	\$40.00	\$21,200
9	Development and Hydrofracture Opening for Irrigation Bedrock Well after Drilling	1	well	\$28,000.00	\$28,000.00
10	Well Testing and Recording with Temporary Test Pumps (Step-Drawdown, Yield, Recovery)	48	hours	\$375.00	\$18,000.00
18	Products and Equipment Required for Bedrock Well Drilling	1	Product Set (Fixed)	\$23,000.00	\$23,000.00
19	Demobilization and Site Cleanup Reporting, As-Built, Drilling Logs, and Testing Data	1	Demobilization and Closeout	\$10,000.00	\$10,000.00
Total Bedrock Well Drilling and Installation Bid Price					\$132,050.00

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Brait Builders Corporation

57 Rockwood Rd. Suite 3, Marshfield, MA 02050

as Principal, hereinafter called the Principal,

and the Western Surety Company

of 53 State Street, Suite 510, Boston, MA 02109

, a corporation duly organized under

the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Hopkinton
89 Hayden Rowe Street, Hopkinton, MA 01748

as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Bid Amount

Dollars (\$ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of the new 175,000 sf Charleswood Elementary School

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of May, 2025



Witness

Brait Builders Corporation

(Seal)

Principal

{ Kaitlin Johnson, President

Title

Western Surety Company

{ By Claire A. Cavanaugh

Claire A. Cavanaugh, Attorney-in-Fact

Witness

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George G Powers, Martin L Donovan, Claire A Cavanaugh, John C Driscoll, Timothy P Lyons, Dennis Driscoll, Tyler Martin, George N Powers, Individually

of Norwell, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of October, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 31st day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of May 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Document 00 4519 Non-Collusion Affidavit

Commonwealth of Massachusetts, County of Plymouth,
I, (insert name) Kaitlin Johnson being first sworn, do hereby certify
under the pains and penalties of perjury that (insert name of contracting party) Brait Builders Corporation
and that the foregoing proposal or bid is genuine and not
collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly,
sought by agreement or collusion, or communication or conference, with any person or entity, to fix the
bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of
that of any other bidder or to secure any advantage against the Town of Hopkinton, Hopkinton MA or any
person interested in the proposed contract, and that all statements in said bid or proposal are true.

Authorized Signature (Bidder, if bidder is an individual)

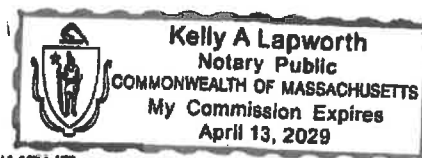
Authorized Signature (Partner, if bidder is a partnership)

Kaitlin Johnson
Authorized Signature (Officer, if bidder is a corporation)

NOTARY:

Subscribed and sworn to before me this 16th day of April, 2025

Kelly A Lapworth
Notary Public
My commission expires on: 4/13/2029



END OF DOCUMENT

Section 00 4543 Affidavit of Compliance and Vote of Corporation

X Massachusetts Business Corporation Foreign (non-Mass.) Corporation

 Non-Profit Corporation

I, Kaitlin Johnson, President of [insert corporation name]
Brait Builders Corporation

whose principal office is located at 57 Rockwood Road Marshfield, MA 02050
do hereby certify that the above named corporation has filed with the State Secretary all
certificates and annual reports required by Chapter 156B, Section 109 (business corporation), by
Chapter 181, Section 4 (foreign corporation) or by Chapter 180, Section 26A (non-profit
corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 14th day of May, 2025

Kaitlin Johnson
Signature of Responsible Corporate Officer

[If a corporation, complete below or attach to each signed copy of the Contract a notarized copy
of vote of corporation authorizing the signatory to sign this Contract.]

At a duly authorized meeting of the Board of Directors of the Brait Builders Corp. [corporation]

held on the 8th day of March, 2022 at which all the Directors were present or

waived notice, it was VOTED, that, Kaitlin Johnson who is

the duly elected President of this corporation be and hereby is
authorized to execute contracts, bonds and other instruments in the name and behalf of said
corporation and affix its corporate seal thereto, and such execution of any contract or other
instrument or obligation in this corporation's name and on its behalf by such [insert officer's

title] President of the corporation, shall be valid and binding upon this
corporation.

I hereby certify that I am the Clerk of the Corporation and that Kaitlin Johnson is

the duly elected President of said corporation, and that the
above vote has not been amended or rescinded and remains in full force and effect as of the date
of this contract.

A true copy,

ATTEST

Clerk



57 Rockwood Road

Business Address

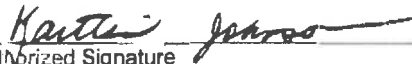
[Corporate Seal]

END OF AFFIDAVIT OF COMPLIANCE AND VOTE OF CORPORATION

Document 00 4544 Statement of State Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),

I, *[insert name and title]* Kaitlin Johnson- President authorized
signatory for *[insert name of contracting party]* Brait Builders Corporation
whose principal place of business is at 57 Rockwood Road, do
hereby certify under the pains and penalties of perjury that *[insert name of contracting party]*
Brait Builders Corporation has complied
with all the laws of the Commonwealth relating to taxes.


Authorized Signature

5/15/2025
Date

END OF STATEMENT OF STATE TAX COMPLIANCE

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS

Issued March
2007



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Kaitlin Johnson
Contractor Authorizing Signature

Date: 5/15/2025

Kaitlin Johnson
Print Name

Title: President

Telephone: 781-837-6400

Fax: 781-837-6153

Email: kjohnson@braitbuilders.com

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR
BOSTON, MA 02108
(617) 727-4050

MAURA T. HEALEY
GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

ADAM BAACKE
COMMISSIONER

Prime
Certificate of Contractor Eligibility
CONTRACTOR IDENTIFICATION NUMBER: 0106

This Certificate Shall be Used for Submitting Prime Bids Only.

1. CERTIFICATION PERIOD: This Certificate is valid from April 17, 2025 to April 16, 2026*
2. CONTRACTOR'S NAME: Brait Builders Corporation
3. CONTRACTOR'S ADDRESS: 57 Rockwood Rd Suite 3
Marshfield, MA 00205
4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

General Building Construction

5. EVALUATIONS:
- | | |
|------------------------------------|----|
| Number of Projects Evaluated: | 7 |
| Average Project Evaluation Rating: | 93 |
| Number of Projects Below Passing: | 0 |
6. PROJECT LIMITS:
- | | |
|--------------------------------------|---------------|
| Single Project Limit (SPL): | \$177,315,000 |
| Aggregate Work Limit (AWL): | \$472,675,000 |
| General Building Construction Limit: | \$177,315,000 |

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: N/A

Adam Baacke, Commissioner

3/24/2025

Approval Date

*** NOTICE TO CONTRACTORS:** *If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.*

Reviewer's Initials: MB

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

EFFECTIVE MARCH 30, 2010

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

TO ALL BIDDERS AND AWARDING AUTHORITIES

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

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

AWARDING AUTHORITIES

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

BIDDER'S AFFIDAVIT

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

5/15/2025
Bid Date

Brait Builders Corporation
Print Name of Prime/General Contractor

Charleswood ES

57 Rockwood, Marshfield

Project Number (or
name if no number)

Business Address

Town of Hopkinton
Awarding Authority

781-837-6400
Telephone Number

SIGNATURE⇒


Bidder's Authorized Representative

GENERAL CONDITIONS OF THE CONTRACT

1.0 DEFINITION OF TERMS

The following words shall have the following meanings as used in this Contract:

- 1.1 Claim. A demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Town and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 1.2 Contract Documents. The documents as defined in Article 5 of the Town-Contractor Agreement.
- 1.3 Contract Price. The Contract Prices stated in Article 3 of the Town-Contractor Agreement, which is the total sum owed to the Contractor for all of the Work.
- 1.4 Contract Time. The Contract Time stated in Article 2 of the Town-Contractor Agreement.
- 1.5 Designer. The Designer identified in the Town-Contractor Agreement.
- 1.6 Drawings. The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.7 Governing Laws and Building Code. All laws, ordinances, rules, regulations, and lawful orders of any public authority, federal, state, or local bearing on the performance of the Work and the building code or codes legally applicable to work.
- 1.8 Modification. (a) A written amendment to the Contract signed by both parties; (b) a Change Order; (c) a Construction Change Directive; or (d) a written order for a minor change in the Work issued by the Designer.
- 1.9 Owner's Project Manager. The Town's representative assigned to the Project (the "OPM").
- 1.10 Site. The project site, the parameters of which are indicated on the Contract Drawings.
- 1.11 Specifications. That portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.12 Substantial Completion. The term "Substantial Completion" as used in this Contract shall mean the point at when (a) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Town, less than one percent of the original contract price, or (b) the Contractor substantially completes the work and the Town takes possession for occupancy, whichever occurs first. Partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of substantial completion.
- 1.13 Work. The construction and services required by the Contract Documents, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

2.0 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 2.1 The Contract Documents are enumerated in the Town-Contractor Agreement. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (a) between the Contractor and the Designer or the Designer's consultants; (b) between the Contractor and the OPM; (c) between the Town and a Subcontractor or subsubcontractor; or (d) between any persons or entities other than the Town and the Contractor. The Designer and OPM shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties, as provided in the Contract.

- 2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.
 - 2.2.1 In the event of conflict in or between the Contract Documents, the Contractor shall be held to the highest standard therein. Where compliance with two or more industry standards or set of requirements is specified, and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.
 - 2.2.2 In the event of any conflict or inconsistency between this contract, the Contract Documents and any Governing Laws and Building Code, the Governing Laws and Building Code shall prevail.
- 2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade except sections designated for Filed Sub-Bids as otherwise required by law. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical, and other specialized trades, and to all of the sections of the specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.
 - 2.3.1 The Contractor is responsible for all work indicated within the Contract Documents and which may be required in order to provide the intended finished product. Prior to submitting a bid, the Contractor shall take care to identify work which is to be furnished and/or installed by filed sub-bid contractors. Similarly, the Contractor shall also take particular care to identify work which is not furnished and/or installed by filed sub-bid contractors and therefore is to be provided by the Contractor's own forces. The Architect will not be responsible for responding to questions from the Contractor requesting interpretation of scope ownership after the bidder questions deadline.
- 2.4 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.5 The Drawings and Specifications are intended to supplement one another. Materials and workmanship described are not necessarily found in both. Drawings are not intended to be scaled or to act as shop drawings. Inadvertent discrepancies or omissions shown on one drawing but not on others shall not be cause for additional charges or claims. In case of discrepancies, figured dimensions shall take precedence over smaller scale drawings. Specifications shall take precedence over Drawings for quality of materials and general performance of the work.
- 2.6 Whenever an item is specified and/or shown on the Drawings by details or reference, it shall be considered typical for other items that are obviously intended to be the same even though not so designated or specifically named but do serve the same function for this project.

- 2.6.1 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.
- 2.7 Where the terms “necessary,” “as directed,” “when directed,” “satisfactory,” “good and sufficient,” “approved,” or other general qualifying terms are used on the Drawings, they are deemed to be followed by the words ‘in the opinion of the Designer’ or “by the Designer” as the case may be.
- 2.8 The terms “approval,” “approved,” “approved equal,” “or equal,” or “other approved” mean as approved by the Designer.
- 2.9 Where reference is made to ASTM Specifications, it shall mean the standard specific specifications of the International Society for Testing and Materials of the most recent designation.
- 2.10 Similarly, where reference is made to Specifications, Standards or requirements of A.S.M.E., A.S.R.A.E, or A.S.H. & V.E., they shall mean respectively those American Society for Mechanical Engineers, American Society of Heating, Refrigerating and Air Conditioning Engineers, and the American Society for Heating and Ventilating Engineers, and shall be from the latest editions.
- 2.11 Any material specified by reference to the number, symbol, or title of a specific standard, such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date indicated on the specifications, except as limited, or modified in such reference. Where compliance with two or more industry standards or set of requirements is specified, and overlapping of those different standards or requirements established different or conflicting minimums or level of quality, the most stringent requirements is intended.
- 2.12 The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. These standards are not furnished to the Contractor for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contractor shall make himself aware of the contents of such documents and furnish the field office with one full set of each.
- 2.13 Where codes, requirements, and publications of public and private bodies are referred to in the Contract Documents, references shall be understood to be the latest revision prior to the date of receiving bids, except where otherwise indicated.
- 2.14 The Drawings are diagrammatic only, and are not intended to show precisely the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence. The Contractor shall be solely liable and responsible for any costs and/or delays resulting from the Contractor's failure to timely submit such coordination drawings for Architect's review.
- 2.15 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 4.3.6 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

3.0 CONTROL OF THE WORK / ADMINISTRATION OF THE CONTRACT

- 3.1 Designer. Notwithstanding anything to the contrary expressed or implied in the Contract Documents, any of the powers, rights, and duties of the Designer may be exercised by the Town, provided that the Town shall be under no obligation to do so. The Town may rely on the Designer for performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an

explicit written assumption by the Town of any such rights and obligations, except that Approval required to be obtained from the Town hereunder shall not be valid without the signature of the Town. The Town may explicitly overrule in writing any action, determination or decision of the Designer should the Town choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions that may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions that may arise as to the interpretation of the Plans and Specifications and as to the fulfillment of this Contract on the part of the Contractor. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, the Town may appoint another person to act as Designer for the purposes of this Contract. The Town shall give written notice to the Contractor of any such appointment.

- 3.2 Owner's Project Manager. The OPM is the person or entity, required by M.G.L. c. 149, § 44A½, engaged by the Town to represent the Town on all Project matters as its agent and consultant throughout the Project.
- 3.3 Right of Access to Work. The Town, the Designer, the OPM, and all persons designated by them may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefor. Other contractors of the Town may also enter upon the same for the purposes that may be required by their contracts or work. Any differences or conflicts that may arise between the Contractor and any other contractors of the Town with respect to their work shall be initially resolved by the Designer.
- 3.4 Inspection No Waiver. No inspection by the Town, the OPM, or the Designer or employees or agents of any of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them shall operate as a waiver by the Town of any provision of this Contract.
- 3.5 Town's Right to Stop the Work. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Town may, in addition to any other remedy it may have herein, terminate in accordance with Section 13 or issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.6 Town's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Town to immediately correct such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have (including Termination in accordance with Section 13), correct such deficiencies. In such case an appropriate Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Town's expenses and compensation for Designer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town. In the event that the Contractor's failure to prosecute the Work causes (in the opinion of the Town), a risk of harm to the public, the Town shall have the right to carry out the Work without notice at the Contractor's cost and/or deduct such sums from monies due the Contractor.

4.0 OBLIGATIONS OF THE CONTRACTOR

- 4.1 The Contractor shall complete for the Contract Price all of the Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. The Contractor shall not be relieved of

obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Designer in the Designer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

- 4.2 Contractor's Financial Condition. The Contractor represents and warrants that its financial condition is sound and that the Contractor is capable of performing the work required pursuant to the Contract Documents. Upon request by the Town, the Contractor shall make available to the Town such audited and unaudited financial statements of the Contractor as the Town may reasonably request. The Contractor shall promptly advise the Town of any occurrence, event, fact, or other matter that has had, will have, or might reasonably be predicted to have a material adverse effect upon the financial condition of the Contractor.
- 4.3 Review of Contract and Field Conditions. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become thoroughly familiar with all the existing conditions at the site, has taken all such conditions into consideration as they may affect the Work under his Contract, and correlated personal observations with requirements of the Contract Documents. Except as provided for in and authorized by M.G.L. c. 30, § 39N, no allowance will be made in the Contract or the Work under the Contract for failure of the Contractor to visit the site.
- 4.3.1 Should any omissions, error or conflict be found in the Contract Documents, during the bidding period and prior to the times set forth in the Instructions for Bidders for receipt of such inquiries, the bidders shall request in writing that such conditions be explained by the Designer in the method described therein.
- 4.3.2 Should the work proceed, after the discovery of errors, conflict, or omissions by the Designer and clarification has not been received from the Designer, the Contractor will be held fully responsible for replacement or correction of the affected area, as directed by the Designer, at the Contractor's expense.
- 4.3.3 Before ordering any material or doing any work, each trade shall verify all measurements at this project and shall be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings, any difference that may be found shall be submitted to the Designer for consideration before proceeding with the work.
- 4.3.4 Where no explicit quality or standards for material or workmanship are established for work, such work is to be of as good quality of the surrounding work and of the construction of the Project generally.
- 4.3.5 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- 4.3.6 Any claim by the Contractor or Subcontractor that, in submitting their respective bid proposals, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in questions, without any additional cost to the Owner. The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents but shall request additional information from the Architect. If the Contractor proceeds with such Work without obtaining further information, the Contractor shall correct Work incorrectly done at the Contractor's own expense.
- 4.4 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the Town, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Designer and the OPM in writing any errors,

inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Designer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Before starting the work and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the contract documents with each other and with any information furnished by the Town and shall at once report to the Designer and the OPM any error, inconsistency or omission the Contractor may discover. Any necessary change will be ordered as provided in Section 9.0 of this Contract, subject to the requirements of the Contract Documents. The Contractor shall be liable for damage to the extent the Contractor reasonably should have, but failed to, discover such error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for such correction.

- 4.4.1 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Designer in writing any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Designer, OPM or Town may require.
- 4.5 The Contractor shall reimburse the Town for costs incurred by the Designer, the OPM, and any other consultant of the Town for design and construction administration services that are caused by the Contractor's inefficient or otherwise faulty administration or execution of its Work. These may include but are not limited to the cost of the Designer, the OPM or Town to perform:
 - 4.5.1 Repeated review of the Contractor's resubmittals, substantially out of sequence from the submittal schedule provided by the Contractor and agreed to by the Designer.
 - 4.5.2 An extensive number of responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Town-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
 - 4.5.3 An extensive number of Change Orders and Construction Change Directives requiring evaluation of proposals and the preparation or revision of Instruments of Service and not otherwise caused by the design defects of the Designer.
 - 4.5.4 Consultation regarding replacement of Work resulting from fire or other damage caused during construction.
 - 4.5.5 Evaluation of an extensive number of claims not otherwise caused by design defect.
 - 4.5.6 Evaluation of substitutions proposed by the Contractor and making subsequent revisions to Instruments of Services resulting therefrom.
 - 4.5.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Contractor.
 - 4.5.8 Contract administration services made necessary by the Contractor's failure to complete the project on schedule, achieve milestones, including substantial and final completion.
 - 4.5.9 Contract administration services provided sixty (60) days or more after Substantial Completion.
- 4.6 Preconstruction Inspection. The Contractor shall notify the Town, the OPM, and Designer in writing of any existing damage to the property or any unsafe conditions at the site prior to commencing the Work.

- 4.7 The Contractor shall give the Designer and the OPM timely notice of any additional design drawings, specifications or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.
- 4.8 The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, but instead shall request additional drawings or instructions from the Designer. If the Contractor proceeds with such work without obtaining further drawings or instructions, he shall correct work incorrectly done at his own expense.
- 4.9 Supervision and Construction Procedures.
- 4.9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall adequately staff the Project on-site with a minimum of two full-time Construction Superintendent, one full-time Project Manager and one Assistant Project Manager/Project Engineer through the date of Substantial Completion to properly and thoroughly manage, schedule and supervise all construction activities. In the event that the Contractor fails to staff the Project site as required, the Contract amount shall be adjusted by a deductive Change Order in the amount of \$100 per hour for each employee hour where the Contractor lacks the required Project site presence for each or any of these required supervisory positions. For the purposes of this section, full time shall be defined as Work in between 7:00 A.M. to 3:30 P.M, Monday thru Friday. Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents, which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Town, the OPM and Designer in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Town has then instructed the Contractor in writing to proceed at the Town's risk.
- 4.9.2 The Contractor shall be responsible to the Town for acts and omissions of all entities or persons performing or supplying the Work other than those providing work under separate contracts with the Town.
- 4.9.2.1 The Contractor shall employ workers competent to perform the work required by the contract and, upon written request of the Town, remove and replace workers whom the Town deems to be disorderly, careless or incompetent, or to be employed in violation of the terms of the Contract Documents, at no increase in the Contract Price or the Contract Time.
- 4.9.2.2 The Contractor shall neither permit nor suffer smoking, vaping, nor the introduction or use of spirituous or intoxicating liquors upon or about the works embraced in this Contract or upon any of the ground occupied by him. The Contractor shall establish and maintain a drug-free workplace throughout the duration of the Project.
- 4.9.2.3 The Contractor shall ensure that all workers to be employed on the Project have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) of at least 10 hours. The Contractor shall maintain records on site documenting compliance with this requirement for all workers on site, available for review upon request.

- 4.9.2.4 The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor shortage or labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the Work. The Contractor shall not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site.
- 4.9.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- 4.9.4 The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and materialmen engaged upon the Work. The Contractor shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their work to all surrounding work.
- 4.9.5 All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular filed sub-bid section of the Specifications.
- 4.9.6 The Contractor shall employ a registered land surveyor to perform engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.
- 4.10 Labor.
- 4.10.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word 'provide' shall mean furnish and install complete, including connections, unless otherwise specified.
- 4.10.2 Weather Protection and Adequate Heat. The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31 as required by M.G.L. c. 149, § 44F.
- 4.10.3 Sanitary Facilities. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the appropriate authorities. The maintenance of all sanitary facilities shall be subject to the laws of the Commonwealth of Massachusetts and to the rules and regulations of the State Board of Health and the Board of Health for the Town.
- 4.10.4 The Contractor shall employ only competent workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- 4.10.5 The Contractor agrees as a material obligation to this Contract to pay its own laborers and to ensure that its subcontractors, material suppliers and sub-subcontractors pay their own laborers employed on the Project, wages in an amount no less than the applicable prevailing wage rates established for the Project by the Massachusetts Department of Labor and Industries. The Contractor shall defend and indemnify the Town for, from and against any loss, expense, damages, actions, or claims (including any expense incurred in connection with any delay or stoppage of the Work) arising out of or related to the Contractor's failure to comply with such laws or regulations.
- 4.10.5.1 Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and

employers shall be included for the purpose of establishing minimum wage rates as herein provided. The Town shall assume no responsibility for the accuracy of the rates set forth in the schedule and no claims for additional compensation will be considered because of the inaccuracy in the rates so set forth. The schedule of wages referred to above are minimum rates only, the Town will not consider any claim for additional compensation made by the Contractor because of any payment by the Contractor of any wage rate in excess of said minimum rates. All substantive and procedural requirements of the minimum wage rate laws shall be met. The schedule of rates shall be kept posted in a conspicuous place at the site of the work.

4.10.6 CORI Checks. No person shall be given access to the Site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Town with proof, satisfactory to Town, that each employee, agent, contractor, subcontractor and invitee ("Contractor Worker(s)") that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the Site if the Town has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Town has reviewed such worker's CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Town waives such requirement for advance review of a Contractor Worker's CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Town to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on Site.

4.10.7 Restriction on Hours. No laborer, worker or mechanic in the employ of the Contractor, subcontractors or other persons doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than 9 hours in any one calendar day in full compliance with the provisions of M.G.L. c. 149, § 37.

4.10.7.1 Work hours. Work hours are set by Chapter 141 Article I of the Town of Hopkinton General Bylaws:

"Except in an emergency, outdoor construction activity, including the use of construction, earthmoving or other construction equipment or the delivery to or pick up from a site of such equipment, shall not begin prior to 7:00 a.m. or continue later than 7:00 p.m. on Monday through Friday. Such outdoor construction activity, including the use, delivery or pickup of the above equipment, shall be allowed on Saturdays only between the hours of 8:00 a.m. and 4:00 p.m. No outdoor construction activity or operation of construction, earth moving or other construction equipment or the delivery or pickup of such equipment is allowed on Sundays or holidays, except that outdoor construction activity performed by the owner of an owner-occupied residential property for the maintenance, repair or improvement of such residential property that does not involve the use of heavy construction equipment, may be performed during the hours from 8:00 a.m. to 4:00 p.m. on Sundays and holidays."

Holidays shall be defined as all Massachusetts state legal holidays, including Patriots Day.

4.10.8 Weekly Wages. M.G.L. c. 149, § 148, requires the weekly payment of employees.

4.10.9 Register of Employees. The Contractor shall keep a true and accurate register of all mechanics, teamsters, chauffeurs and laborers employed upon the work contemplated by this Contract showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to each such employee, and shall furnish the Massachusetts Department of Labor and Industries upon its request a true statement thereof.

4.10.10 If the Contractor uses or stores toxic hazardous substances he is subject to M.G.L. c. 111F, § 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, the Department of Environmental Protection and the Department of Labor and Industries; and must post a Workplace Notice obtainable from the Department of Labor and Industries.

4.10.11 Preference to Veterans and Citizens. M.G.L. c. 149, § 26 is incorporated by reference herein.

4.10.12 Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), Veteran Business Enterprise (“VBE”)/Service-Disabled Veteran Business Enterprise (“SDVOBE”) participation program. This is a Massachusetts School Building Authority (MSBA) funded project and included MBE, WBE, VBE & SDVOBE program participation. Participation goals are as follows: MBE participation goals of 4.1%, WBE participation goal of 7.9%, VBE/SDVOBE participation goal of 3%. The Contractor shall document compliance these goals. Monthly progress updates shall be provided with the monthly and final payment requisition. See Affirmative Marketing Program General Guidelines for additional information. <https://www.mass.gov/doc/affirmative-marketing-program-mcamp-general-guidelines/download>

4.10.13 Workforce Compliance Goals. This project will have a work force compliance goals per the MSBA protocol. All contracts by a state agency or state-assisted contracts for design, construction, reconstruction, installation, demolition, maintenance, or repair must contain workforce participation goals for minorities and women. M.G.L. c. 149, section 44A(2)(G) and the Administration & Finance Administrative Bulletin: Equal Opportunity and Non-discrimination on State and State Assisted Construction Contracts (A&F 14) set forth the requirements for the workforce participation goals on said contracts. The Workforce Participation Goals are currently set at 6.9% for women, 15.3% for minorities and 3% for veterans. The Contractor is responsible for the weekly tracking, monthly reports and corrective action meetings with subcontractors to document compliance and steps to increase participation where necessary to achieve the workforce compliance goals.

4.11 Taxes.

- 4.11.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 4.11.2 The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Contractor’s request, Tax Exemption Certificates will be furnished by the Town to the Contractor with respect to such tax exempt articles as may be required under this Contract.
- 4.11.3 The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party either directly or indirectly for any tax for which an exemption is provided under law.
- 4.11.4 By executing the Contract Documents, the Contractor certifies under the pains and penalties of perjury pursuant to Chapter 62C, Section 49A(b) of the Massachusetts General Laws that the Contractor has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes.

4.12 Permits, Fees, Compliance with Laws.

- 4.12.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- 4.12.2 The Contractor shall keep itself fully informed of and comply with all existing and future federal, state and municipal laws and regulations and all orders and decrees of any governmental bodies or tribunals (hereinafter also referred to as ‘laws’) having jurisdiction in any manner that affects this contract or construction, including but not limited to such laws affecting those engaged or employed in the work, the materials used in the work or in any way affecting the conduct of the work. If any clause in this contract does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. If any discrepancy or inconsistency is discovered in the specifications, drawings, or contract documents in violation of the law, the Contractor shall forthwith report the same in writing to the Town. The Contractor shall cause its employees, agents and subcontractors to also observe and comply with all such laws. It shall protect and indemnify the Town and its officials, board members, employees and duly

appointed agents against any claim or liability arising from or based on any violation, whether by the Contractor or its officials, employees or subcontractors, of any such law.

- 4.12.2.1 If the Contractor performs Work that it knows or should know it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall be responsible for such Work and shall bear the costs attributable to correction along with any other damages incurred by the Town.

4.13 Superintendent.

- 4.13.1 The Contractor shall employ a competent superintendent, licensed by the Commonwealth of Massachusetts, reasonably acceptable to the Town, and necessary assistants who shall be in attendance at the project site full time during the progress of the work until the date of substantial completion, and for such additional time thereafter as the Designer may have determined to be necessary for the expeditious completion of work. The Superintendent's duties shall include coordination of all work including the work of all subcontractors. The Contractor shall not remove the Superintendent without Town's consent. The Contractor shall remove the Superintendent if requested to do so in writing by the Town, and shall promptly replace him with a competent person reasonably acceptable to the Town. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. There shall be at least one licensed supervisor on the Site at all times of operation during the Project.

- 4.13.2 The Contractor, prior to the commencement of Work, shall furnish in writing to the Town through the Designer the name and qualifications of a proposed superintendent and any necessary assistants. The Designer may reply within fourteen (14) days to the Contractor in writing stating (a) whether the Town or the Designer has reasonable objection to the proposed superintendent or (b) that the Designer requires additional time to review. Failure of the Designer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

- 4.13.3 The Contractor's Superintendent and similar authorized representatives of any Subcontractor, Supplier, or any other person or organization shall attend all meetings that are requested by the Town, and as required by the Contract Documents.

- 4.13.4 The Contractor shall not employ a proposed superintendent to whom the Town, the OPM or Designer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed.

4.14 Construction Schedules.

- 4.14.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Town's, the OPM's, and Designer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall utilize the Critical Path Method and shall (a) include an estimated cash flow schedule, showing anticipated monthly expenditures throughout the duration of the Contract based on the Schedule of Values required under Section 5.1 of this Contract; (b) accurately reflect the relationships between activities; (c) contain no activities of greater than thirty (30) days duration; and (d) clearly indicate the critical path activities and float values for non-critical activities. Contractor shall submit an updated schedule monthly that accurately reflects the progress achieved and any changes in Contractor's planned activities and logic relationships, and clearly lists changes in completion dates, float and duration of all modified tasks since the prior provided schedule.

- 4.14.1.1 The Town's, the OPM's, and Designer's review and comments on the construction schedule shall not constitute a waiver of contract requirements and shall not relieve the Contractor of requirements established by the Contract Documents and/or by applicable laws and standards.

- 4.14.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Designer's approval. The Designer's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (a) be coordinated with the Contractor's construction schedule, and (b) allow the Designer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of submittals.
- 4.14.3 The Contractor shall perform the Work in strict accordance with the Construction Schedule. The Contractor's compliance with the Construction Schedule shall be a material obligation of this Contract.
- 4.15 The Contractor shall maintain at the site for the Town one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Designer and shall be delivered to the Designer for submittal to the Town upon completion of the Work as a record of the Work as constructed.
- 4.16 Shop Drawings.
- 4.16.1 The Contractor shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams that may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of four (4) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one to the Town, one to the OPM, and one filed with the Designer. If provided, all submittals shall be uploaded and processed on the FTP (File Transfer Protocol site) provided by the Town. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer shall from time to time request.
- 4.16.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 4.16.3 The Contractor shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Town or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents or that do not comply with the Contract Documents may be returned without action.
- 4.16.4 The Contractor shall prepare and keep current for the Designer's approval a schedule of submittals that is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

- 4.16.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Town has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or the Town's actions.
- 4.16.6 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 4.16.7 Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.
- 4.16.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, and similar resubmittals, to revisions other than those requested by the Designer on previous submittals. Unless such written notice has been given, the Architect's approval of a resubmitted Shop Drawing, Product Data, Sample, or similar submittal shall not constitute approval of any changes not requested on the prior submittal and any approval of the submission shall not apply to such revisions.
- 4.17 Tests.
- 4.17.1 Any material to be used in the Work may be tested or inspected at any time by the Designer and/or the OPM with the prior Approval of the Town and may be rejected if it fails to comply with specified tests. The Town shall pay for all testing of specified material. If the Contractor requests permission to use a material that was not specified, then the Contractor shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor.
- 4.17.2 The Contractor shall notify the Designer, the OPM, and the Town of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.
- 4.18 Materials and Equipment.
- 4.18.1 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.18.2 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. All materials are to be of the best and finest quality of their several kinds. The Contractor shall be solely responsible for determining that all materials furnished for the work meet all of the requirements of the Contract Documents. The Designer, the OPM, or the Town may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Designer, would lead to a reasonable certainty that any material used or proposed to be used, and the work meets the requirements of the Contract Documents all such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

- 4.18.2 “Or Equal” Submissions. In all cases in which the manufacturer’s name, trade name, or other proprietary designation is used in connection with materials or articles to be furnished under this contract, whether or not the phrase “or equal” is used after such name, the Contractor shall furnish the product of the named manufacturers without substitution, unless a written request for substitution has been submitted by the Contractor and approved in writing by the Designer as provided below.
- 4.18.2.1 If the Contractor proposes to use a material that, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Designer in writing of the nature of such deviation at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the contract documents. Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer’s review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.
- 4.18.2.2 In requesting approval of deviations and substitutions, the Contractor shall provide, upon request, evidence leading to the reasonable certainty that the proposed substitution or deviation will provide a quality of results at least equal to that otherwise attainable. If, in the opinion of the Designer, the evidence is insufficient to draw such a conclusion, the Designer may reject such substitution or deviation without further investigation.
- 4.18.2.3 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items and mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Designer shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Designer shall reject Contractor’s proposed “equal to” substitutes that, in the Designer’s opinion, would be out of character, obtrusive, or otherwise inconsistent with the character and quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Designer, furnish the substitute material in any color, finish, texture or pattern which would have been available from the manufacturer originally specified at no additional cost to the Town.
- 4.18.2.4 Any additional costs, or any loss or damage arising from the substitution of any material or any method of those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Town, the OPM or the Designer, unless such substitution was made at the written request or direction of the Town, the OPM or the Designer.
- 4.18.2.5 The Town retains the authority of final decisions with respect to substitutions.
- 4.18.3 Delivery and Storage of Materials. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.
- 4.18.3.1 Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor’s responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.
- 4.18.3.2 Expenses for inspection of material by the Designer, the OPM, and/or the Town including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Town precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Town. If the Contractor requests an inspection of

material stored outside the Commonwealth of Massachusetts, the Town will initially pay for all expenses of inspecting the material incurred by the Designer and/or Town's personnel including travel, quarters, and subsistence. The Town will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order for the amount of those expenses.

4.18.3.3 Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.

4.18.3.4 All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense.

4.18.3.5 The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Town or otherwise; the Contractor shall notify the Designer and the OPM as soon as any such materials are so delivered, allow them to be examined by the Designer and the OPM, and furnish workers to assist therewith.

4.18.4 Defective and Damaged Materials. The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer, the OPM, and/or Town may, in addition to any other available remedies, remove and/or replace the rejected material, and to deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Town.

4.19 Debris and Chemical Waste. The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.

4.19.1 The Contractor shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with applicable laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable laws, including without limitation, hazardous materials laws. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the owner or officials in charge of such landfills, disposal or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The Contractor shall not permit any storage of debris or waste except in accordance with applicable laws.

4.19.2 The Contractor shall not permit any open fire on the Site.

4.19.3 Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by applicable laws, including without limitation hazardous materials laws or by the Specifications and other Contract Documents. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection

(DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable laws. The Contractor shall immediately notify the Designer and Town of any hazardous materials release large enough to require reporting under applicable laws. The Contractor shall be responsible for immediately cleaning up in accordance with any applicable laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

4.20 Hazardous Materials.

- 4.20.1 If the work of this contract includes the containment, abatement, removal, and disposal of hazardous materials including but not limited to asbestos, lead, fuel oil, PCB's, light bulbs, lamps, ballasts, oils, mercury switches, compressor gasses, refrigerants, heavy metals and miscellaneous chemicals, the Contractor shall file all notices, obtain and pay for all permits, and comply with all regulations of authorities having jurisdiction over the Project.
- 4.20.2 If the Contractor encounters on the site any material or substance other than Contract Work as provided in 4.20.1, which is classified as hazardous under any federal, state or local law or regulation, or any underground storage tank, the Contractor shall comply with all applicable federal, state and local environmental laws regarding the use, handling, transportation and disposal of oil, hazardous waste or hazardous substances.
- 4.20.3 The Town shall not be responsible under this Section 4.20 for materials or substances the Contractor brings to the site.
- 4.20.4 The Contractor shall indemnify the Town for the cost and expense the Town incurs (a) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (b) where the Contractor fails to perform its obligations under Section 4.20.1, except to the extent that the cost and expense are due to the Town's fault or negligence.
- 4.21 Furnishings and Equipment. When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Town not covered by this Contract, the Contractor shall allow the Town to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the Town except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts Contractor is responsible.
- 4.22 Final Cleaning. At the completion of the Work, the Contractor shall repair any damage to existing structures and facilities and restore the same to its original condition, remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight- exposed surfaces to the Town's satisfaction so that the Work is clean and ready for occupancy. Subsequent to installation of the Town's furniture, telephones, and equipment, the Contractor shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment.

4.23 Sub-Contracts.

- 4.23.1 Unless the Town agrees otherwise, and except as provided in Section 4.23.2, below, all Subcontracts shall be consistent with the form of Subcontract approved in advance by the Town. The Subcontract shall include the following terms: (a) Work to be performed pursuant to the Subcontract shall be in accordance with the Contract Documents; (b) as a condition for payment under the Subcontract, the Subcontractor shall submit to the Contractor of a request for payment within a time frame which will allow the Contractor to request such payment from the Town; (c) the Subcontractor shall carry and maintain liability insurance in

accordance with the Contract Documents; and (d) the Subcontractor and its sub-subcontractors shall furnish final releases and full waivers of mechanic's liens in form satisfactory to Town.

- 4.23.2 Notwithstanding Section 4.23.1, above, the subcontract for Filed Sub-Bidders shall be the FORM FOR SUBCONTRACT included in the Contract Documents or, if not published with these specifications, it shall be the form and language established by Chapter 149 of the Massachusetts General Laws.

5.0 PAYMENT

- 5.1 Schedule of Values. No later than thirty (30) days before the first application for payment the Contractor shall submit to the Designer, the OPM, and the Town a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE noted), including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Designer, the OPM, or the Town may require. The contract must provide the schedule of values in a format acceptable to the Massachusetts School Building Authority. When Approved by the Designer, the OPM, and the Town, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

- 5.2 Applications for Payment. At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Designer, the OPM, and Town an itemized Application for Payment prepared in accordance with the Schedule of Values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Town, the OPM, or Designer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage.

- 5.2.1 Pencil Requisition. In order to expedite monthly payments during the course of the Project, the Contractor shall review with the Designer a preliminary draft of each Application for Payment before final copies the application are typed and formally submitted. The Designer and OPM shall then review the Contractor's formal, notarized Application for Payment, supported by such data substantiating the Contractor's Application for Payment as the Town, the OPM, or Designer may require, and certify in writing the total value of Work completed, including an allowance for the value of materials delivered and suitably stored at the site at the time of such Application.

- 5.3 Based upon Applications for Payment submitted by the Contractor and Certificates for Payment issued by the Designer, the Town shall make progress payments on account of the Contract Price to the Contractor as provided below and elsewhere in the Contract Documents.

- 5.4 Payment to the Contractor shall be made by the Town in accordance with in accordance with M.G.L. c. 30, § 39K, which provides:

"Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes

the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

- 5.5 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a certificate signed by each Subcontractor under pains and penalties of perjury stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Town through the Designer. Such waiver or certificate shall be in a form acceptable to the Town. The Contractor warrants that title to all work covered by an application for payment will pass to the Town either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as 'liens.' The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to set work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.
- 5.6 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.7 Retainage shall be withheld until Substantial Completion of the entire project. The Town will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. This retainage of five percent (5%), less any amount due from the Contractor for Liquidated Damages and applicable costs of the Designer, and Designer's Consultants, and less amounts based on the established value of punch list items and any other Town claims or back-charges against the Contractor, will be paid within sixty-five (65) days of Substantial Completion in accordance with M.G.L. c. 30, § 39K. Acceptance of periodic payments by the Contractor shall constitute a waiver of claims known or knowable at the time by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of periodic payment.
- 5.8 If at any time there shall be evidence of any lien or other claim for which, if established, the Town may become liable, directly or indirectly, and which is chargeable to the Contractor, the Town may retain out of the payment then due or thereafter to become due, an amount sufficient to completely indemnify it against any such claim. If there proves to be any such claims after all the payments are made, the Contractor shall refund to the Town all moneys that the Town pays in discharging such claim in consequence of the Contractor's default.
- 5.9 The Contractor warrants that title to all Work (including materials and equipment) covered by an Application for Payment will pass to the Town either by incorporation in the Work or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.
- 5.10 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Town, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Town to establish the Town's title to such materials and equipment or otherwise protect the Town's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 5.11 The Contractor, his Subcontractors and Sub-subcontractors shall obtain prior written approval from the Town through the Designer for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. In no case shall stored materials or equipment, whether stored at the site or at some other location, be considered for payment unless, in the sole judgment of the Town, the materials or equipment are ready for and actually scheduled for prompt use. Written request for payment of stored material must be made thirty days in advance of the due date for the Application for Payment. Any and all charges for storage, including insurance, shall be borne solely by the

Contractor. Before approval, the Town will require proper proof of insurance and a letter in which is furnished: (a) the name of the Contractor and/or the Subcontractor or Sub-subcontractor leasing the storage area; (b) the location of such leased space; (c) the leased area (the entire premises or certain areas of a warehouse given the number of floors or portions thereof); (d) the date on which the material is first stored; (e) the value of the material stored; and (f) photo documentation identifying the materials, and showing the manner in which it is being stored.

- 5.11.1 The Contractor, his Subcontractors and Sub-subcontractors shall notify the Designer and the Town to inspect, at least once each month, the materials being stored at any location.
- 5.11.2 The Contractor, his Subcontractors and Sub-subcontractors shall mark each sealed carton with the name of the Project and the Designer.
- 5.11.3 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.
- 5.11.4 Payment for materials stored off site shall be at the sole discretion of the Town. Any additional costs to the Town resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the Contractor.
- 5.12 The Contractor shall submit four (4) copies of its Application for Payment.
- 5.13 Certificates for Payment.
- 5.13.1 The Designer will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Town a Certificate for Payment, with a copy to the Contractor, for such amount as the Designer determines is properly due, or notify the Contractor and Town in writing of the Designer's reasons for withholding certification in whole or in part as provided herein.
- 5.13.2 The issuance of a Certificate for Payment will constitute a representation by the Designer to the Town, based on the Designer's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Designer. However, the issuance of a Certificate for Payment will not be a representation that the Designer has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) reviewed construction means, methods, techniques, sequences or procedures; (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Town to substantiate the Contractor's right to payment; or (d) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.
- 5.13.3 The Designer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Town, if in the Designer's opinion the representations to the Town required by Section 5.13.2 cannot be made. If the Designer is unable to certify payment in the amount of the Application, the Designer will notify the Contractor and Town as provided in Section 5.13.1. If the Contractor and Designer cannot agree on a revised amount, the Designer will promptly issue a Certificate for Payment for the amount for which the Designer is able to make such representations to the Town. The Designer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Designer's opinion to protect the Town from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 4.9.2, because of
 - 5.13.3.1 defective Work not remedied;

- 5.13.3.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by the Contractor;
- 5.13.3.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 5.13.3.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- 5.13.3.5 damage to the Town or a separate contractor;
- 5.13.3.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the retainage currently held by the Town would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 5.13.3.7 failure to carry out the Work in accordance with the Contract Documents; or
- 5.13.3.8 failure of mechanical trade or electrical trade, or any other trade, subcontractor to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Designer before approval of the Contractor's monthly payment requisition.
- 5.13.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld, and which are properly due the Contractor.
- 5.13.5 If the Designer withholds certification for payment under Section 5.13.3, the Town may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Town makes payments by joint check, the Town shall notify the Designer and the Designer will reflect such payment on the next Certificate for Payment.
- 5.13.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Town shall not constitute acceptance of Work not in accordance with the Contract Documents.

6.0 PAYMENT OF SUBCONTRACTORS

- 6.1 The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F, which is quoted in this section below. For purposes of this Agreement, the word "forthwith" appearing in paragraph (1)(a) of the quoted provision shall be deemed to mean "within five (5) business days." The Contractor shall, at the Town's request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived. M.G.L. c. 30, § 39F provides:

"(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take

reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be

earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h)."

- 6.2 The Town has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Town to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Town shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Town nor Designer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

7.0 DIFFERING SITE CONDITIONS; CONTRACT CLAIMS AND DISPUTES

- 7.1 As required by M.G.L. c. 30, § 39N, the parties hereby agree:

"If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

- 7.1.1 The designer's geotechnical report shall be considered as part of the contract documents under section 7.1.

7.2 Claims and Disputes.

- 7.2.1 Notice of Claims. Claims against the Town must be initiated within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Designer, the OPM, and the other party.

- 7.2.1.1 The Contractor's failure to provide written notice in strict accordance with this paragraph will result in the Contractor's having waived its Claim. Written notice submitted by the Contractor must include pricing of the Claim.

- 7.2.1.2 The Contractor shall furnish the Designer with such additional documentation as the Designer may request to evaluate the Claim.

- 7.2.2 Claims shall be referred to the Initial Decision Maker for initial decision. The Designer will serve as the Initial Decision Maker, unless otherwise indicated in the Contract Documents. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.
- 7.2.2.1 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (a) request additional supporting data from the claimant or a response with supporting data from the other party, (b) reject the Claim in whole or in part, (c) approve the Claim, (d) suggest a compromise, or (e) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- 7.2.2.1.1 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either (a) provide a response on the requested supporting data, (b) advise the Initial Decision Maker when the response or supporting data will be furnished or (c) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- 7.2.2.2 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (a) be in writing; (b) state the reasons therefor; and (c) notify the parties and the Designer, if the Designer is not serving as the Initial Decision Maker, of any change in the Contract Price or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and/or litigation of the claim as provided herein.
- 7.2.3 Regardless of the disposition or status of a Claim, (except as otherwise agreed in writing or as provided elsewhere in the Contract Documents), the Contractor shall proceed diligently with performance of the Contract. The Designer will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.
- 7.2.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Price, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.
- 7.2.4.1 Contractor hereby acknowledges that the Town has the contractual right to delay the Work. In addition, Contractor shall not be entitled to additional compensation as a result of delay, even if caused by the Town or those for whom the Town is responsible, except to the extent expressly provided under M.G.L. c. 30, § 39O. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time provided the Contractor complies with notice requirements contained in Section 7.2.1. Furthermore, the Contractor acknowledges that the Construction Schedule reflects the Contractor's schedule expectations, based upon the Contract Documents, tests, surveys or plans heretofore submitted to the Contractor and Contractor's visual inspection of the Project Site. The Contractor hereby agrees that it has taken these factors into account and the Contractor shall have no entitlement to an increase in the Contract Price or any other additional costs, expenses or damages of whatsoever nature as they may relate to or otherwise arise from any delay, impact, or acceleration, except as and to the extent expressly provided under M.G.L. c. 30, § 39O.
- 7.2.5 Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. In the case of a continuing delay, only one Claim is necessary.
- 7.2.5.1 No increase in the Contract Time will be allowed for Work that is delayed as a result of the Contractor's failure to timely submit, revise or resubmit shop drawings, product data, and/or samples.

- 7.2.5.2 No extension of time shall be granted because of seasonal, normal or abnormal variations in temperature, humidity, or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional cost of operations or conditions resulting therefrom shall be the responsibility of the Contractor.
- 7.2.5.3 The Town shall not extend the Contract Time due to a delay until all Contract Float is used, and it is documented that the critical path of the Contract Time is affected.
- 7.2.5.4 The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the Designer with such documentation relating to the claim as the Designer may reasonably require. The Progress schedule in the format required by the Contract Documents shall be used for determining the Contractor's Rights to an extension of time. The Designer will not be obligated to grant an extension of time unless the Contractor can demonstrate that the schedule has been negatively affected for reasons allowable under this contract. If requested to do so by the Designer, the Contractor shall furnish additional hard copy print-outs of the revised Schedules and charts reflecting the actual or estimated time changes resulting from Change Orders or other events or actions which are the basis for the Claim for Additional Time.
- 7.2.6 The Contractor waives Claims against the Town for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.
- 7.2.7 Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Framingham District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Town.
- 7.2.7.1 In the event that the Town elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 7.2.8 In the event of a Claim against the Contractor, the Town may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Town may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

8.0 PROSECUTION AND PROGRESS

- 8.1 Time limits stated in the Contract Documents are of the essence. The Contractor and its Subcontractors shall perform and coordinate all Work without delay. By executing the Agreement the Contractor confirms he has reviewed the Contract Documents and that the Contract Time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.1.1 Liquidated Damages. Because both parties recognize (1) that the time for completion of this Construction Contract is of the essence, (2) that the Town will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Construction Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the

Town if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Town, as liquidated damages the sum of one thousand five hundred dollars (\$1,500.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Liquidated damages shall apply to each Phase of the project. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Town, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents or otherwise under law or equity.

- 8.2 Within ten (10) days after the Work has commenced, the Contractor shall submit to the Designer, the OPM, and to the Town a progress schedule for the term of the Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon approval by the Town, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Town a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.
- 8.2.1 If, in the opinion of the Designer, the OPM, or the Town, the Contractor fails to comply with the Progress Schedule, the Town may give the Contractor a notice specifying the time limits and performance standards that the Contractor is failing to meet whereupon (a) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (b) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer, the OPM, or the Town, shall have been sufficiently corrected.
- 8.2.2 If, in the opinion of the Town, the Contractor fails to comply with the Progress Schedule, and whether or not the Town shall have given the Contractor a notice described in 8.2.1 above, the Town may (but shall not be required to) give the Contractor notice of such failure and five (5) days to cure the same. Unless the Contractor shall within that five (5) days take all necessary steps to do so (including, if the Town requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Town the failure is corrected, the Town may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Town's opinion be necessary to ensure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. The Town may exercise its rights under this Section at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the Town elects to have another contractor perform a portion of the Work under this provision.
- 8.2.3 The Town shall deduct the cost of any actions the Town takes under section 8.2.2 from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the Town any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The Town's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the Town shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof, unless otherwise required by law. The Town's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the Town incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Town will pay or credit the difference to the

Contractor, less any other costs and expenses that the Town incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

- 8.3 The Contractor shall submit, prior to requesting substantial completion, written certification that: (a) equipment and systems have been tested in the presence of the Town's Representative and are operational; (b) the Town's designated staff have been instructed and trained on all equipment and systems and a Town signed receipt has been furnished to the Designer; (c) Operational and Maintenance Manuals and record drawings have been submitted to and reviewed by the Designer and have been delivered to the Town (with a copy to the Town's representative, if any) with required corrections; (d) the Town has received the specified guarantees and spare parts and the Town has signed a receipt for same; and (e) the Project has been completed and is ready for final inspection and an appropriate Certificate of Occupancy has been issued.
- 8.3.1 The Contractor shall also submit the following: (a) Contractor's Affidavit of Payments for Debts and Claims; (b) Contractor's Affidavit of Release of Liens; (c) Consent of Surety to Final Payment; and (d) Maintenance Guarantee.
- 8.3.2 The Contractor shall obtain and deliver promptly to the Designer any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Town. Receipt of such permits or certificates by the Designer shall be a condition precedent to determining that the Work is Substantially Complete.
- 8.4 Punch List. When the Contractor considers that the Work, or a portion thereof that the Town agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Designer and OPM a comprehensive list, organized by room and trade, of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor's draft punch list is to be complied with and in a process of active completion at the time of Substantial Completion, prior to the demobilization of major subcontractors.
- 8.4.1 Upon receipt of the Contractor's list, the Designer, the OPM, and the Town will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection(s) discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Town can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Designer. In such case, the Contractor shall then submit a request for another inspection by the Designer, the OPM, and the Town to determine Substantial Completion. If the Designer, the OPM, and the Town agree that the Project has reached Substantial Completion, those remaining items on the Contractor's list, as reviewed and revised by the Designer, the OPM, and Town, shall become the Punch List.
- 8.4.2 When the Work or designated portion thereof is substantially complete, the Town, with the advice and recommendation of the Designer and the OPM, will determine the date of Substantial Completion, and the Designer will prepare a Certificate of Substantial Completion reflecting such date of Substantial Completion that shall establish the responsibilities of the Town and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate.
- 8.4.2.1 The Certificate of Substantial Completion shall be submitted to the Town and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Town shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

- 8.5 Partial Occupancy or Use. The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Town. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Town cooperate with the Contractor with respect to the completion of the Work by taking reasonable steps as may be possible to avoid interference with the Contractor's Work, provided that they do not interfere with the proper functioning of the facility.
- 8.5.1 When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Designer as provided under Section 8.4. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Town and Contractor or, if no agreement is reached, by decision of the Designer.
- 8.5.2 Immediately prior to such partial occupancy or use, the Contractor, the Town, the OPM, and Designer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 8.5.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- 8.5.4 Use and occupancy of any part of the Work prior to Final Acceptance by the Town shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance required by this Contract.
- 8.6 Final Completion and Payment. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Designer, the OPM, and the Town will promptly make such inspection and, when the Town, after consultation with the Designer and the OPM, finds the Work acceptable under the Contract Documents and the Contract fully performed, will request the Designer to promptly issue a final Recommendation for Payment stating that to the best of the Designer's knowledge, information and belief, and on the basis of the Designer's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.
- 8.6.1 Prior to requesting final inspection, the Contractor shall submit the following to the Town and the Designer:
- 8.6.1.1 written certification that the Work has been completed in accordance with Contract Documents;
- 8.6.1.2 written certification that the Contractor has inspected the Project for compliance with Contract Documents;
- 8.6.1.3 a completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by the Town;
- 8.6.1.4 written certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid;
- 8.6.1.5 consent of the Surety to Final Payment executed by applicable bonding companies;
- 8.6.1.6 certified copy of the Punch List stating that the Contractor has completed or corrected every item listed;
- 8.6.1.7 evidence of Contractor's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents;
- 8.6.1.8 all final record Drawings and documents in the forms specified by the Contract Documents; and
- 8.6.1.9 a notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption;

- 8.6.2 After notification from the Contractor that all remaining contract exceptions, omissions and incompletions have been completed (with the exception of Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the Town and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Designer shall prepare a Certificate of Final Acceptance. If the Designer or the Town does not consider the work finally complete, the Contractor will be notified, in writing, with the reasons stated. The Contractor will take immediate steps to correct the stated deficiencies and then submit a second written certification to the Designer and the Town.
- 8.6.2.1 Reinspection Costs. Should the Designer and/or the OPM be required to reinspect the work because of failure of the Contractor to comply with requirements listed in 8.6.1, the Designer and/or the OPM will bill the Town for all related cost incurred, such cost will be deducted from the Contractor's payment.
- 8.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee.
- 8.7 Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 8.7.1 One-Year Warranty Repair List and Inspection. Approximately thirty (30) days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the Town for a re-inspection of the Work with the Town, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Town shall issue a "Warranty Repair List" of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within thirty (30) days of the issuance of the Warranty Repair List unless otherwise agreed by the Town in writing.

9.0 CHANGES IN THE WORK

- 9.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Section 9 and elsewhere in the Contract Documents. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- 9.1.1 All changes in the Work shall be in accordance with provisions of the M.G.L. c. 30, § 39I.
- 9.1.2 The Contractor shall not sublet any work under a Change Order or a Construction Change Directive unless work under the basic Contract of a similar type was previously subcontracted; and Subcontractors will not be allowed to further sublet any work under a Change Order unless the work under the basic Contract of a similar type was previously sublet by them, without the written approval and acceptance of the Town.
- 9.2 Change Orders. A Change Order is a written instrument prepared by the Designer and signed by the Town, Contractor and Designer stating their agreement upon all of the following: (a) the change in the Work; (b) the amount of the adjustment, if any, in the Contract Price; and (c) the extent of the adjustment, if any, in the Contract Time.
- 9.2.1 Upon the request of the Town, the OPM, or the Designer, the Contractor shall, within fifteen (15) days (sooner if necessary to avoid delays in work) and without cost to the Town, submit to the Designer, in such form as the Designer may require, an accurate written Change Order Proposal for the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the numbers of hours of work and an hourly rate for each class of labor, as well as the description in amounts of all other costs sought by the Contractor and chargeable under the terms of this article. Unit labor costs for the installation of each item shall be shown if required by the Designer. The Contractor shall promptly revise and resubmit such estimate if the Designer determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or determines that it is not in compliance with

the requirements of this article, or that it contains errors of fact or mathematical errors. If required by the Designer in order to establish the exact cost of the new work added or of previously required work omitted, the Contractor shall obtain and furnish to the Designer bona fide proposals from subcontractors and suppliers for furnishing any labor and material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the work and be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the work if the change or extra work is ordered. Percentages for overhead and profit included in the proposal shall be in accordance with Paragraph 9.4.

- 9.2.2 Change Order Proposals shall be complete and definitive, and the amount of the adjustment in the Contract Price and the Contract Time, if any, shall be stated in the proposal for all Work affected by the proposed Change. Once a Change Order is executed, the Contractor shall be required to perform all of the Work required therein (including incidental work and changes to related Work which may be required to complete the Change Order) in accordance with the Contract Documents, for the amounts stated in the Change Order.
- 9.2.3 Contractor's requests for changes or substitutions shall be subject to the same requirements as change initiated by the Designer or Town.
- 9.2.3.1 Timely Decision by the Town. In accordance with M.G.L. c. 30, § 39P, "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."
- 9.2.4 A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price and Contract Time supported by sufficient substantiating data to permit evaluation.
- 9.3 Construction Change Directives. A Construction Change Directive is a written order prepared by the Designer or the Town and signed by the Town and the Designer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Town may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.
- 9.3.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 9.3.2 If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods: (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (b) cost to be determined in a manner agreed upon by the parties and, if required or permitted, an additional amount or surcharge as provided in Paragraph 9.4.
- 9.3.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved within five (5) calendar days from receipt of the Construction Change Directive, advise the Architect by written notice of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Failure to so advise the Architect within such 5-day period (1) shall be interpreted as Contractor's agreement with the proposed method of adjustment; (2) shall constitute an irrevocable

waiver of any right of the Contractor to submit a claim on account of the method of adjustment; and (3) shall cause the Construction Change Directive to be deemed and constitute a Change Order.

- 9.3.4 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 9.3.5 The amount of credit to be allowed by the Contractor to the Town for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as confirmed by the Designer and agreed by the Town. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 9.4 Where the value of work performed under a Change Order or a Construction Change Directive is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed the following markup for overhead, profit and supervision: (a) for work performed directly by the Contractor, Subcontractor or Sub-subcontractor, an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work to the contractor performing the work; (b) for work performed not by the Contractor directly then the contractor and subcontract can add an additional amount of five percent (5%) to the total payment made to the Subcontractor or Sub-Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of the combined overhead, profit and supervision shall not exceed 20% markup excluding the bonds and insurance. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Town and Designer, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, "tools of the trade", administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker's compensation insurance and other direct payroll costs, shall only be calculated on the direct labor rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.
- 9.4.1 If deductions are ordered, the credit shall be computed as net cost, with credit of overhead, profit and supervision under the same percentages defined in section 9.4 for the net cost.
- 9.5 Work Performed Under Protest. The Contractor agrees to perform all Work as directed by the Town, and if the Town, with the recommendation of the Designer and the OPM, determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Section does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Town's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following subsections 9.5.1 and 9.5.2, below.
- 9.5.1 If the Contractor claims compensation for a change in the Work that is not deemed by the Town to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to the Designer, the OPM, and the Town a written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which

written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

- 9.5.2 On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file, to the extent possible, with the Designer, the OPM, and the Town itemized statements on forms reasonably acceptable to the Town of the details and costs of such work performed or damage sustained. If the Contractor shall fail to make such statements to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages.

- 9.6 Minor Changes in the Work. The Designer has authority to order minor changes in the Work not involving adjustment in the Contract Price or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Designer and shall be binding on the Town and Contractor.

10.0 GUARANTEES AND WARRANTIES

- 10.1 The Contractor warrants that the materials and equipment furnished under the contract will be new and of recent manufacture and that all work will be of good quality, free from faults and defect, and in conformance with the Contract Documents. If required by the Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 10.2 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.
- 10.3 All warranties and guarantees shall commence on the date of Final Completion. Warranties and guarantees shall extend for a minimum of one (1) year (the "Warranty Period"). Notwithstanding the forgoing, any special warranties, as defined by the Designer, required by the Contract Documents or manufacturers' standard warranties, extending longer than one (1) year, shall remain in effect for the full warranty period.
- 10.4 If at any time during the Warranty Period any part of such Work shall in the reasonable opinion of the Town be defective or require replacing or repairing, or damage to other property of the Town is caused by any defect in the Work, the Town shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Town within ten (10) days from the date of the giving of such notice, then the Town may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Town all amounts that it expends for such repairs, replacements, and/or damages. During the Warranty Period any corrective work shall be performed under all the applicable terms of this Contract.
- 10.5 The warranties provided in this Section 10 shall be in addition to and not in limitation of any warranty required by the Contract Documents or otherwise described by law.
- 10.6 All warranties and guarantees required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that sub trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.
- 10.7 The Contractor's obligations contained in this Section 10 shall survive termination of the Contract.

11.0 INSURANCE

- 11.1 Insurance Generally. The Contractor shall purchase and maintain insurance of the type and limits listed in this Section with respect to the operations as well as the completed operations of this Contract. This

insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Section requires.

- 11.1.1 All policies shall be written on an "occurrence basis" and not a "claims made basis" and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Town, or otherwise acceptable to the Town.
- 11.1.2 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
 - 11.1.2.1 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.
- 11.1.3 Certificates of Insurance and copies of policies acceptable to the Town shall be addressed to and filed with the Town prior to commencement of the work. Renewal certificates shall be filed with the Town at least thirty (30) days prior to the expiration date of required policies.
- 11.1.4 No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Contractor shall notify the Town of the attachment of any restrictive amendments, material changes or impairment to the policies.
- 11.1.5 All premium costs shall be included in Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.
- 11.1.6 The Town of Hopkinton (including its officials, employees, agents and representatives) shall be named as additional insured on Contractor's General Liability, Automobile Liability and Umbrella or Excess Liability Insurance Policies.
- 11.1.7 Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.
- 11.2 Contractor's General Liability. Contractor shall carry broad form Commercial General Liability insurance, written on a "per occurrence" basis with an aggregate cap no less than three (3) times the required limit of \$1,000,000 C.S.L. or greater if required by the contract documents.
 - 11.2.1 Products/Completed Operations insurance shall be maintained for a minimum period of three (3) years after final payment, and the Contractor shall continue to provide evidence of such coverage to Town on an annual basis during the aforementioned period.
 - 11.2.2 Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.
 - 11.2.3 This policy shall include contractual liability coverage.
- 11.3 Automobile Liability. Contractor shall carry Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles in a minimum amount of \$1,000,000 C.S.L. or greater if required by the contract documents.
- 11.4 Worker's Compensation and Employer's Liability. The Contractor shall provide coverage in accordance with M/G.L. c. 149, § 34A and c. 152, as amended.

- 11.5 **Umbrella Coverage.** Contractor shall provide umbrella coverage following form of the underlying General, Automobile and Employers' Liability Coverage in minimum amounts of \$5,000,000 C.S.L. over primary insurance, or greater if required by the contract documents.
- 11.5.1 Such insurance shall contain no more than \$10,000 Retention.
- 11.6 **Pollution Liability.** The Contractor shall purchase and maintain for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Town shall be named as an additional insured on Contractor's policy and coverage must be on an occurrence basis. The minimum amount of coverage shall be as \$1,000,000 per occurrence; \$3,000,000 aggregate or greater if required by the contract documents.
- 11.7 Neither the Town's nor the Designer's authority to review certificates and policies of insurance, nor their decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Town or the Designer to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.
- 11.8 Upon the occurrence of an insured loss, the Town and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Change Order.
- 11.9 **Waiver of Subrogation.** To the maximum extent permitted by law, the Contractor will require all insurance policies in any way related to the work and secured and maintained by it to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against the Town, the Designer, and all tiers of contractors or consultants engaged by the either of them. Contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

12.0 BONDS

- 12.1 The Contractor shall furnish a performance bond for the full amount of the Contract, and also a labor and materials payment bond for the full amount of the Contract, the form of which bonds are set forth in the Contract Documents, each of a surety company qualified to do business under Commonwealth of Massachusetts laws and satisfactory to the Town, the premiums for which are to be included in the Contract Price and paid by the Contractor. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in effect for the entire guarantee period for each phase of the work, which shall commence on the date of Final Completion, as defined in the Contract Documents.
- 12.1.1 Each filed sub-bid subcontractor required under M.G.L. c. 149, § 44F and the contractor's civil site subcontractor shall furnish a performance bond for the full amount of their subcontract equal to the terms of section 12.1.

- 12.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 12.3 If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Massachusetts, the Contractor shall within twenty (20) days thereafter substitute another bond due until the new surety or sureties have furnished an acceptable bond to the Town.

13.0 SUSPENSION OR TERMINATION

- 13.1 The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Further, if the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Designer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Town may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven (7) days after such notice may terminate the employment of the contract accept assignment of any or all Subcontractor's contracts pursuant to paragraph 5.4, and furnish the work by whatever method the Town may deem expedient. The Town shall be entitled to collect from the Contractor all direct, indirect, consequential damages suffered by the Town of behalf of the Contractor's defaults, including without limitations additional services and expenses of the Designer, the Designer's consultants, the OPM and/or the Town's agents, consultants and employees made necessary thereby. The Town shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Town's damages have been established, and to apply such amounts to such damages.

- 13.1.1 The Town shall incur no liability by reason of such termination.

- 13.2 In case of termination for the Town's convenience, the Contractor shall be entitled to receive payment only for work executed and the reasonable costs of shutdown and to the extent approved and to the extent recommended by the Designer and OPM and approved by the Town. Contractor waives all claims for damages, including loss of anticipated overhead recovery or profits, on account of such termination. The payments provided for herein shall be Contractor's sole rights and remedy in the event of termination for convenience or for cause. Provisions of the Contract Documents that by their nature survive final acceptance of the Work shall remain in full force and effect after such termination to the extent therein provided.

- 13.3 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately (a) cease all work hereunder and cancel all orders placed with respect to this contract; (b) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. The Contractor's failure to so cancel shall relieve the Town of the obligations of paragraph 13.2, above.

- 13.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

14.0 PROTECTION OF PERSONS AND PROPERTY

- 14.1 The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 14.1.1 employees on the Work and other persons who may be affected thereby;
 - 14.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 14.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 14.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section 14, except for damage or loss solely attributable to acts or omissions of the Town or Designer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
- 14.2.1 If, during construction, public or private property is damaged or destroyed as a result of Contractor's neglect, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner to the Designer and the Town.
- 14.3 The Contractor shall be responsible for adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.
- 14.4 The Contractor shall furnish approved hard hats and other personal protective equipment as required (e.g., ear plugs, eye protection, safety vest), approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.
- 14.5 The Contractor shall take immediate action to correct any dangerous conditions reported.
- 14.6 No unauthorized visitors shall be allowed on the work site without permission from the Town.
- 14.7 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, which are incorporated herein by reference, and all standards and regulations promulgated by the governmental and regulatory bodies responsible for administration thereof. The Contractor shall be responsible for compliance with such Acts, standards and regulations by its officers, agents, employees, Subcontractors, Sub-subcontractors, suppliers and material. The Contractor shall indemnify and hold harmless the Owner, the Owner's Project Manager and the Architect from any and all fines, costs and expenses, including but not limited to reasonable attorney's fees, incurred by Owner, its Project Manager and Architect due to violation of such Acts, standards and/or regulations.
- 14.8 The Contractor shall protect roadways, sidewalks and paths within the property limits and keep them free of obstructions and snow, and maintain them in a safe and satisfactory condition for the duration of the project.

- 14.9 The Contractor shall provide, erect and maintain barricades, warning signs, flags, lights as may be necessary to protect the work and safeguard the students and staff, workmen, and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.
- 14.10 The Contractor shall at all times during the construction period protect the excavation, trenches, and building from damage from water caused by rain, springs, ground water, back-up for drains and sewer work that is in his contract, or from any source under his control. He shall provide and maintain pumps and other equipment, coffer dams, ditches and other protection required. He shall construct and maintain all necessary temporary drainage and do all pumping required to keep the excavation and the building areas free from water at all times.
- 14.11 The Contractor shall reasonably protect his work from damage caused by vandalism and malicious mischief.

15.0 INDEMNIFICATION

- 15.1 To the fullest extent permitted by law, the Contractor shall defend and indemnify the Town, the OPM, the Designer and their officers, agents, divisions, employees, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use, arising from the acts, omissions, or negligence of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 15.0.
- 15.2 In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 15.3 The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall indemnify, defend and save harmless the Town and all of its officers, agents, and employees from all suits, damages, claims, liabilities or judgments for bodily injuries or death to any person and for property damage or damage destruction arising out of the use or storage of explosives and highly inflammable materials.
- 15.4 The Contractor further covenants to indemnify, defend and hold harmless the Town, its officers, agents, board members and employees from and against each and every demand, claim, judgment or liability for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this contract.

16.0 MISCELLANEOUS PROVISIONS

- 16.1 Governing Law. The Contract shall be governed by the law of the place where the Project is located.
- 16.2 Successors and Assigns. The Town and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 16.2.1, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 16.2.1 The Town may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Town's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

- 16.2.2 The Contractor shall not sell, transfer, assign by power of attorney or otherwise, sublet, or otherwise dispose of the work or any part thereof, without the previous written consent of the Town by its Contracting Officer or Committee. Nor shall the Contractor either legally or equitably assign any of the moneys payable under this Contract or any claim thereto unless by and with like written consent on the part of the Contracting Officer or Committee and the Town Treasurer.
- 16.3 Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 16.4 Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 16.4.1 No action or failure to act by the Town, the OPM, the Designer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 16.5 Tests and Inspections. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Town, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Designer timely notice of when and where tests and inspections are to be made so that the Designer may be present for such procedures.
- 16.5.1 If the Designer, the OPM, the Town or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 16.5, the Designer will, upon written authorization from the Town, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Town, and the Contractor shall give timely notice to the Designer of when and where tests and inspections are to be made so that the Designer may be present for such procedures.
- 16.5.1.1 All material and workmanship (if not otherwise designated by the Contract Documents) shall be subject to inspection, examination, and test by the Designer, the OPM, and the Town at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Designer and/or Town shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with new and proper material, and rejected material promptly removed from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Town may by contract or otherwise replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and Surety being liable for any damage to the same extent as provided.
- 16.5.1.2 The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests, which shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the Contract Documents.
- 16.5.1.3 The Contractor shall keep the Designer, the OPM, and Town informed of the progress of his work. No work shall be closed or covered until it has been duly inspected and approved. Should uninspected work be covered, the Contractor shall, at his own expense, uncover all such work so that it can be properly inspected and after such inspection, he shall properly repair and replace all work interfered with.

- 16.5.1.4 Any required laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Designer, and the reports of such tests shall be submitted to the Designer. The cost of the testing shall be paid for by the Contractor, unless otherwise designated in the Contract Documents.
- 16.5.2 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Designer's services and expenses shall be at the Contractor's expense. The Contractor shall also be responsible for the cost of any and all testing that reveals any defects or failures in the Work.
- 16.5.3 The Contractor shall obtain and deliver promptly to the Town, or (if the Town elects) to the Designer, any Occupancy Permit and any certificates of final inspection of any part of the Contractor's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Town. Receipt of such permits or certificates by the Town, or (if the Town elects) to the Designer, shall be a condition precedent to determining that the Work is Substantially Complete.
- 16.5.4 If the Designer is to observe tests, inspections or approvals required by the Contract Documents, the Designer will do so promptly and, where practicable, at the normal place of testing.
- 16.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- 16.6 Certificate of Authority – Corporation. If the Contractor is a corporation, it shall endorse upon the contract (or attach hereto) its Clerk's Certificate of Authority certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor.
- 16.7 Foreign Corporation. The Contractor, if a foreign corporation, shall comply M.G.L. c. 30, § 39L.
- 16.8 Municipal Prerequisites. This contract shall not be enforceable against the Town unless and until the Contractor complies with this section. This contract is only binding upon, and enforceable against the Town if: (a) the contract is signed by the Town of Hopkinton Elementary School Building Committee or its designee; and (b) endorsed with approval by the Town Accountant as to appropriation or availability of funds.
- 16.9 Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.
- 16.10 Conflict of Interest.
- 16.10.1 Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (M.G.L. c. 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the contract documents the Contractor certifies to the Town that neither it nor its agents, employees or subcontractors are thereby in violation of M.G.L. c. 268A.
- 16.10.2 The Contractor warrants that it has complied with all provisions of law regarding the award of this contract and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer anything of any value to any official or employee of the Town in connection with this Contract.

- 1610.3 Contractor further warrants that no official or employee of the Town including unpaid members of Town boards and commissions, serves as an officer, director, trustee or employee of the Contractor, and that no official or employee of the Town has or will have a direct or indirect financial interest in this Contract.
- 16.10.4 The Contractor shall not during the term of this Contract hire or employ on either a full-time or part-time basis any person or persons employed by the Town.
- 16.10.5 Violation of this Section 16.7 shall be a material breach of this contract and shall be grounds for immediate termination of this contract by the Town without regard to any enforcement activities undertaken or contemplated by any enforcement agency. Termination of this contract pursuant to this Section 16.7 shall not waive any claims for damages the Town may have against the Contractor resulting from the Contractor's violation of the terms of this provision.
- 16.11 Recordkeeping and Management Controls. The Contractor shall comply with M.G.L. c. 30, § 39R.
- 16.12 Non-Discrimination. The Contractor shall not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, the procurement of material and rental of equipment, employment decisions or in any aspect of the performance of this contract. The Contractor shall also comply with all applicable laws and regulations pertaining to non-discrimination. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and it shall be a term of each contract with a subcontractor in connection with the performance of this work under this Agreement, that the subcontractor be bound to non-discrimination and equal opportunity requirements equivalent to the obligations of the Contractor hereunder.
- 16.13 Reserve Police Officer. In accordance with M.G.L. c. 149, § 34B, the Contractor shall pay to any reserve police officer employed by it the prevailing wage paid to regular police officers.
- 16.14 Severability. If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.
- 16.15 Headings. The section headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions.
- 16.16 Liability of Public Officials. To the fullest extent permitted by law, no official, employee, agent, or representative of the Town shall be individually or personally liable on any obligation of the Town under this contract.
- 16.17 Independent Contractor. The Contractor is not an employee or agent of the Town, but is an independent contractor.
- 16.18 Certification of Non-Debarment or Suspension (M.G.L. c. 29, § 29F). By execution of this Contract, the Contractor, pursuant to Section 29F of Chapter 29 of the Massachusetts General Laws, certifies under the penalties of perjury that it is not presently debarred or suspended from doing public construction work in the Commonwealth of Massachusetts pursuant to said section, or any applicable debarment or suspension provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

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 The Driscoll Agency 141 Longwater Drive Suite 203 Norwell MA 02061	CONTACT NAME: Stacey Mastrangelo PHONE (A/C, No, Ext): 17816816656 E-MAIL ADDRESS: stacey.mastrangelo@driscollagency.com FAX (A/C, No): 781-681-6686																					
INSURED Brait Builders Corporation 57 Rockwood Road Suite 3 Marshfield MA 02050	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>United States Fire Insurance Co</td><td>21113</td></tr><tr><td>INSURER B :</td><td>Crum & Forster Indemnity Company</td><td>31348</td></tr><tr><td>INSURER C :</td><td>Travelers Prop. Cas. Co. of America</td><td>25674</td></tr><tr><td>INSURER D :</td><td>Allied World Assurance Co (USA) Inc.</td><td>19489</td></tr><tr><td>INSURER E :</td><td>The North River Insurance Company</td><td>21105</td></tr><tr><td>INSURER F :</td><td>Evanston Ins Co</td><td>35378</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	United States Fire Insurance Co	21113	INSURER B :	Crum & Forster Indemnity Company	31348	INSURER C :	Travelers Prop. Cas. Co. of America	25674	INSURER D :	Allied World Assurance Co (USA) Inc.	19489	INSURER E :	The North River Insurance Company	21105	INSURER F :	Evanston Ins Co	35378
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COVERAGES**CERTIFICATE NUMBER:** 2146943711**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		543-241216-8	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		133-760417-4	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$		582-127117-2 EX-1T45049A-25-NF MKLV1EUE102041	4/1/2025 4/1/2025 5/30/2025	4/1/2026 4/1/2026 5/30/2026	EACH OCCURRENCE \$ 26,000,000 AGGREGATE \$ 26,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		408-748827-6	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Professional Liability		0313-3034	4/1/2025	4/1/2026	Per Pollution Condition or Wrongful Act Retention 1,000,000 3,000,000 Agg 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Perkins Eastman DPC, Town of Hopkinton, The Vertex Companies LLC, Massachusetts School Building Authority are included as Additional Insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of that liability.

Perkins Eastman DPC, Town of Hopkinton, The Vertex Companies LLC, Massachusetts School Building Authority are included as Additional Insured for General Liability and Excess (Umbrella) Liability, for ongoing and completed operations, on a primary, non-contributory basis, as required by a signed written contract or agreement with the Named Insured.

The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies include a Waiver of See Attached...

CERTIFICATE HOLDER**CANCELLATION 30**

Town of Hopkinton
18 Main Street
Hopkinton MA 01748

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Driscoll Agency		NAMED INSURED Brait Builders Corporation 57 Rockwood Road Suite 3 Marshfield MA 02050
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Subrogation in favor of Perkins Eastman DPC, Town of Hopkinton, The Vertex Companies LLC, Massachusetts School Building Authority on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, and Contractual Liability

Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.



Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Brait Builders Corporation
57 Rockwood Rd. Suite 3,
Marshfield, MA 02050

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

Western Surety Company
151 N. Franklin St., 17th Floor,
Chicago, IL 60606

OWNER:
(Name, legal status and address)

Town of Hopkinton, Public Schools
89 Hayden Rowe Street,
Hopkinton, MA 01748

CONSTRUCTION CONTRACT

Date: 5/22/2025

Amount: \$102,270,000.00 One Hundred Two Million Two Hundred Seventy
Thousand And No/100 DOLLARS

Description:

(Name and location)

Charleswood Elementary School, Hopkinton, MA

ADDITIONS AND DELETIONS:

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

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

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

BOND

Date: 5/22/2025

(Not earlier than Construction Contract Date)

Amount: \$102,270,000.00 One Hundred Two Million Two Hundred Seventy
Thousand And No/100 DOLLARS

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Brait Builders Corporation

Signature: *Kaitlin Johnson*

Name and *Kaitlin Johnson*

Title: *President*

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

SURETY

Company: *(Corporate Seal)*

Western Surety Company

Signature: *Claire A. Cavanaugh*

Name and

Title: Claire A. Cavanaugh, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Driscoll Agency
141 Longwater Drive, Suite 203
Norwell, MA 02061
781.681.6656

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Init.

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

Init.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

Additions and Deletions Report for AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:51:31 on 09/12/2018.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:51:31 on 09/12/2018 under Order No. 1693828218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Brait Builders Corporation
57 Rockwood Rd. Suite 3,
Marshfield, MA 02050

OWNER:
(Name, legal status and address)

Town of Hopkinton, Public Schools
89 Hayden Rowe Street,
Hopkinton, MA 01748

CONSTRUCTION CONTRACT

Date: 5/22/2025

Amount: \$102,270,000.00 One Hundred Two Million Two Hundred Seventy
Thousand And No/100 DOLLARS

Description:

(Name and location)

Charleswood Elementary School, Hopkinton, MA

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St., 17th Floor,
Chicago, IL 60606

ADDITIONS AND DELETIONS:

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

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BOND

Date: 5/22/2025

(Not earlier than Construction Contract Date)

Amount: \$102,270,000.00

One Hundred Two Million Two Hundred Seventy
Thousand And No/100 DOLLARS

Modifications to this Bond:

☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Brait Builders Corporation

Signature: *Kaitlin Johnson*

Name and *Kaitlin Johnson*

Title: *President*

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

SURETY

Company: *(Corporate Seal)*

Western Surety Company

Signature: *Claire A. Cavanaugh*

Name and

Title: Claire A. Cavanaugh, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Driscoll Agency
141 Longwater Drive, Suite 203
Norwell, MA 02061
781.681.6656

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Int.

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

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

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

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

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

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Int.

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There are no differences.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George G Powers, Martin L Donovan, Claire A Cavanaugh, John C Driscoll, Timothy P Lyons, Dennis Driscoll, Tyler Martin, George N Powers, Individually

of Norwell, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of October, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 31st day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT A

**SCHEDULE FOR PARTICIPATION
BY MINORITY/WOMEN BUSINESS ENTERPRISES**

Project Number _____
Project Location Hopkinton, MA
Project Name Charleswood Elementary School

- A. Filed Sub-bidders utilizing MBE/WBE firms, and MBE/WBE Sub-bidders - attach to Filed Sub-bid.**
B. General Contractor must submit to the Awarding Authority within five (5) working days of the opening of General Bids.

BIDDER CERTIFICATION:

The Bidder agrees that if awarded the contract it will expend at least the amount of the contract set forth below for MBE/WBE participation. For purposes of this commitment, the MBE and WBE designation means that a business has been certified by SDO as a MBE, WBE or MBE/WBE. The Bidder must indicate the MBE/WBE firms it intends to utilize on the project as follows (attach additional sheets if necessary):

Company Name & Address	MBE or WBE	Describe MBE/WBE Scopes of Work (clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts toward Participation)	Total Dollar Value of Participation
1. ~~Quality Air Metal~~ 283 Centre St B, Holbrook, MA 02343	WBE	23 00 00 Sheetmetal		\$3,500,000
2. Don Martin Corp 475 School St # 6, Marshfield, MA 02050	MBE	32 12 16 Paving		\$822,000
3. Rebars & Mesh 111 Avco Road Haverhill, MA 01835	WBE	03 30 00 Cast in place concrete, material only	\$200,000	\$120,000
4. Broco Energy 168 Hale St, Haverhill, MA 01830	VBE	01 50 00 Temp Heat & Ventilation Fuel		\$450,000
5. ~~Boston Turf, 199 Rocky Meadow,~~ Middleboro, MA 02346	WBE	32 118 13, 32 44 60, 09 64 00, 09 64 66 Labor & Material		\$565,000

MBE Goal: \$ _____ **Total Dollar Value of MBE Commitment:** \$ 822,000

WBE Goal: \$ _____ **Total Dollar Value of WBE Commitment:** \$ 4,385,000
Total Value of VBE Commitment : \$450,000

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to MBE/WBE participation and is authorized to bind the Bidder to the commitment set forth above.

Name of Firm Brait Builders Corporation

Business Address 57 Rockwood Rd Ste 3, Marshfield MA 02050

Print Name Kaitlin Johnson

Authorized Signature 

Title President

Telephone No. 781-837-6400 x214 **Fax No.** _____

Date 5/22/2025

EXHIBIT A

**SCHEDULE FOR PARTICIPATION
BY MINORITY/WOMEN BUSINESS ENTERPRISES**

Project Number _____**Project Location** Hopkinton, MA**Project Name** Charleswood Elementary School**A. Filed Sub-bidders utilizing MBE/WBE firms, and MBE/WBE Sub-bidders - attach to Filed Sub-bid.****B. General Contractor must submit to the Awarding Authority within five (5) working days of the opening of General Bids.****BIDDER CERTIFICATION:**

The Bidder agrees that if awarded the contract it will expend at least the amount of the contract set forth below for MBE/WBE participation. For purposes of this commitment, the MBE and WBE designation means that a business has been certified by SDO as a MBE, WBE or MBE/WBE. The Bidder must indicate the MBE/WBE firms it intends to utilize on the project as follows (attach additional sheets if necessary):

Company Name & Address	MBE or WBE	Describe MBE/WBE Scopes of Work (clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts toward Participation)	Total Dollar Value of Participation
1. All State Waste Inc., 582 Bedford St., Bridgewater, MA 02324	WBE	01 74 19 Construction Waste Management		\$200,000
2.				
3.				
4.				
5.				

MBE Goal: \$ _____**Total Dollar Value of MBE Commitment:** \$ 822,000**WBE Goal:** \$ _____**Total Dollar Value of WBE Commitment:** \$ 4,385,000

Total Value of WBE Commitment : \$450,000

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to MBE/WBE participation and is authorized to bind the Bidder to the commitment set forth above.

Name of Firm Brait Builders Corporation**Business Address** 57 Rockwood Rd Suite 3 Marshfield MA 02050**Print Name** Kaitlin Johnson**Authorized Signature** **Title** President**Telephone No.** _____**Fax No.** _____**Date** 5/22/2025

LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

Exhibit A Page 3 of 17

(To be completed by MBE/WBE, and submitted by the General Bidder to the Municipal Affirmative Marketing Construction Officer (AMCO) within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name Charleswood ES
 Project Location Hopkinton MA
 To Brait Builders Corp
 Name of General Bidder/Sub-bidder _____

Indicate SDO Certification:

_____ MBE
X WBE
 _____ M/WBE

1. This firm intends to perform work in connection with the above project.
2. This firm is currently certified by SDO to perform the work identified below, and has not changed its minority/women ownership, control, or management without notifying SDO within thirty (30) days of such a change.
3. This firm understands that if the General Bidder/Sub-bidder referenced above is awarded the contract, the Bidder intends to enter into an agreement with this firm to perform the activity described below for the prices indicated. This firm also understands that the above-referenced firm, as General Bidder/Sub-Bidder, will make substitutions only as allowed by the terms of the Contract.
4. This firm understands that under the terms of the contract, only work actually performed by an MBE/WBE will be credited toward MBE/WBE participation goals, and this firm cannot assign or subcontract out any of its work without prior written approval of the Awarding Authority, and that any such assignment or subcontracting will not be credited toward MBE/WBE participation goals.

MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation
01 74 19	Construction Waste Management		\$200,000.00
Total Dollar Value: \$200,000.00			

Name of MBE/WBE Firm All State Waste, IncBusiness Address 582 Bedford St, Bridgewater, MA 02324Print Name PAUL PEDERZANIAuthorized Signature Paul PedersenTitle PRESIDENTTelephone No. 508 807 4646Fax No. 508 807 0104Date 5/22/25



THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1411
Boston, MA 02108-1552

Maura Healey

Governor

Kim Driscoll

Lieutenant Governor

Matthew Gorzkowicz

Secretary

William M. McAvoy

Executive Director

December 19, 2023

Ms. Donna A. Pederzani

All State Waste, Inc.

582 Bedford Street

Bridgewater, MA 02324

Dear Ms. Pederzani:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **TRASH CONTAINER SERVICE - COLLECTION & DISPOSAL OF CONSTRUCTION & HOUSEHOLD WASTE; DISPOSAL OF RECYCLABLES**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is January 21, 2027. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wso@state.ma.us.

Sincerely,

Wanda Colon-DAngelo

Wanda Colon-DAngelo

Director, Diverse and Small Business Certification

EXHIBIT B

LETTER OF INTENT Charleswood Contract Exhibit A Page 5 of 17
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

(To be completed by MBE/WBE, and submitted by the General Bidder to the Municipal Affirmative Marketing Construction Officer (AMCO) within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name Charleswood Elementary School
 Project Location Hopkinton, MA
 To Brait Builders Corporation
 Name of General Bidder/Sub-bidder _____

Indicate SDO Certification:

_____ MBE
☒ WBE
 _____ M/WBE
 _____ VBE

1. This firm intends to perform work in connection with the above project.
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MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation
32 18 13	Synthetic Turf Systems-Labor and Material		\$565,000.00
32 44 60	Synthetic Turf Impact Attenuation Pad - Labor and Material		
09 64 00	Wood Flooring- Labor and Material		
09 64 66	Wood Athletic Flooring- Labor and Material		

Total Dollar Value: \$565,000.00

Name of MBE/WBE Firm Boston Turf

Business Address 199 Rocky Meadow St, Middleborough, MA 02346

Print Name Ashley Fucci

Authorized Signature 

Title Operations Manager

Telephone No. 774-320-9723 Fax No. _____

Date 5/22/2025



Supplier Diversity Office (SDO)
of Commonwealth of Massachusetts

Grants

Supplier Diversity Office Certification

to

Boston Turf, LLC

Who has successfully met the SDO's criteria for certification under the following category or categories:

Certification Type

Women Business Enterprise (WBE)

Certification Date

02/13/2020

Certification Expiration

02/13/2026

SDO Client ID: 20190243

NAICS Code(s): 238990

Authorized by William M. McAvoy
Executive Director
Supplier Diversity Office

LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

(To be completed by MBE/WBE, and submitted by the General Bidder to the Municipal Affirmative Marketing Construction Officer (AMCO) within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name Charleswood Elementary School
 Project Location Hopkinton, MA
 To Brait Builders Corporation
 Name of General Bidder/Sub-bidder _____

Indicate SDO Certification:

_____ MBE
 _____ WBE
 _____ M/WBE
X VBE

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MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation
01 50 00	Temporary Heating & Ventilation Fuel		\$450,000.00
Total Dollar Value: \$ 450,000.00			

Name of MBE/WBE Firm Broco Energy

Business Address 168 Hale St. Haverhill, MA 01830

Print Name Kristopher Ellis

Authorized Signature [Signature]

Title COO

Telephone No. 978-338-0613 Fax No. _____

Date 5/22/2013



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

8/18/2022
In Reply Refer To: 00VE

Mr. Robert J. Brown
Broco Oil, Inc.
SAM UEI: LP19R9WDXLD6
168 Hale Street
Haverhill, MA 01830

Dear Mr. Brown:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Broco Oil, Inc. will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Broco Oil, Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vetbiz.va.gov/>.

To promote Broco Oil, Inc.'s verified status, you may use the following link to download the logo for use on your marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Broco Oil, Inc. is presently, as of the issuance of this notice, in compliance with the regulation, Broco Oil, Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Broco Oil, Inc. being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

information pertaining to Broco Oil, Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Broco Oil, Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Broco Oil, Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Broco Oil, Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

John Perkins
Director
Center for Verification and Evaluation

LETTER OF INTENT Charleswood Contract Exhibit A Page 10 of 17
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

January 20, 2012



THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1017

Boston, MA 02108-1552

Charles D. Baker

Governor

Karyn E. Polito

Lieutenant Governor

Michael J. Heffernan

Secretary

William M. McAvoy

Executive Director

July 13, 2022

Mr. Donald J. Martin, Jr.

Don Martin Corporation

475 School Street - Alden Crossing, Unit #6

Marshfield, MA 02050

Dear Mr. Martin, Jr.:

Congratulations! Your firm has been renewed as a minority business enterprise (MBE) with the Supplier Diversity Office ('SDO') under the business description of **ASPHALT PAVING, ROAD CONSTRUCTION CONTRACTOR AND TRUCK RENT/LEASE**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a MBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is August 01, 2025. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wsdo@state.ma.us

~~Massachusetts State Seal~~ Page 12 of 17

Sincerely,

A handwritten signature in blue ink, reading "William M. McAvoy". The signature is fluid and cursive, with the first name "William" being more prominent.

William M. McAvoy
Executive Director

LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION

Charleswood Contract Exhibit A Page 13 of 17

(To be completed by MBE/WBE, and submitted by the General Bidder to the Municipal Affirmative Marketing Construction Officer (AMCO) within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name Charleswood ES
 Project Location Hopkinton, MA
 To Brait Builders Corporation
 Name of General Bidder/Sub-bidder _____

Indicate SDO Certification:

☐ MBE
☒ WBE
☐ M/WBE

1. This firm intends to perform work in connection with the above project.
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MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation
23 00 00	Sheetmetal		\$3,500,000.00

Total Dollar Value: \$ 3,500,000

Name of MBE/WBE Firm Quality Air Metal

Business Address 283 Centre St B, Holbrook, MA 02343

Print Name Stephen Pike

Authorized Signature *Stephen Pike*

Title President

Telephone No. 781-986-9967 EXT 112 Fax No. _____

Date 5/20/2025



THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1410

Boston, MA 02108-1552

Maura Healey

Governor

Kim Driscoll

Lieutenant Governor

Matthew Gorzkowicz

Secretary

William M. McAvoy

Executive Director

July 24, 2024

Mrs. Kristen Gunning

Quality Air Metals, Inc.

283B Centre Street

Holbrook, MA 02343

Dear Mrs. Gunning:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **SHEET METAL FABRICATION & INSTALLATION CONTRACTOR**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is June 28, 2027. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

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We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wsdo@state.ma.us.

Sincerely,

Wanda Colon-DAngelo

Wanda Colon-DAngelo

Director, Diverse and Small Business Certification

**LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION**

(To be completed by MBE/WBE, and submitted by the General Bidder to the Municipal Affirmative Marketing Construction Officer (AMCO) within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name Charleswood Elementary School
 Project Location Hopkinton, MA
 To Brait Builders Corporation
 Name of General Bidder/Sub-bidder _____

Indicate SDO Certification:

_____ MBE
☒ WBE
 _____ M/WBE
 _____ VBE

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MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation
03 30 00	Cast in Place Concrete Material only	\$200,000.00	\$120,000.00
Total Dollar Value: \$ 120,000.00			

Name of MBE/WBE Firm Rebars and Mesh

Business Address 111 Avco Rd, Haverhill, MA 01835

Print Name Kate Aray

Authorized Signature lg

Title President

Telephone No. 860 558-6713

Fax No. _____

Date 5/21/12



THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Maura Healey

Governor

Kim Driscoll

Lieutenant Governor

Matthew Gorzkowicz

Secretary

William M. McAvoy

Executive Director

September 7, 2023

Ms. Kathryn Grady
Rebars & Mesh, Inc.
111 Avco Road
Haverhill, MA 01835

Dear Ms. Grady:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **FULL-SERVICE REBAR FABRICATOR AND WIRE MESH DISTRIBUTOR**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is September 08, 2026. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

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We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at w.sdo@state.ma.us

~~Consent to Contract Exhibit A~~ Page 17 of 17

Sincerely,

A handwritten signature in blue ink that reads "William M. McAvoy". The signature is fluid and cursive, with the first name "William" being the most prominent.

William M. McAvoy
Executive Director

Document 01 2201 Unit Prices Proposal Sheet

1.1 BID INFORMATION

- A. Bidder: Brait Builders Corporation.
- B. Project Name: Charleswood Elementary School
- C. Project Location: 147 Hayden Rowe St., Hopkinton, MA.
- D. Owner: Town of Hopkinton, 18 Main Street, Hopkinton, MA.
- E. Architect: Perkins Eastman, Inc., 20 Ashburton Place, Floor 8, Boston, MA 02108.
- F. Architect Project Number: 95421.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Rock/Ledge excavation and disposal. Quantity Included in Bid 300 cu. yd.
 - 1. ADD (to Quantity Allowance): Three Hundred Fifty Dollars
(\$ 350.00) per cu. yd.
 - 2. SUBTRACT (from Quantity Allowance): One Hundred Fifty Dollars
(\$ 150.00) per cu. yd.
- B. Unit-Price No. 2: Removal of unsatisfactory soil and replacement with satisfactory soil material. Quantity Included in Bid 500 cu. yd.
 - 1. ADD (to Quantity Allowance): One Hundred and Forty Dollars
(\$ 140.00) per cu. yd.

Charleswood Contract Exhibit B

Charleswood Elementary School
Town of Hopkinton
Perkins Eastman DPC, Project No. 95421

March 20, 2025
CD Submission

2. SUBTRACT (from Quantity Allowance): Fifty Dollars
(\$ 50.00) per cu. yd.
- C. Unit-Price No. 3: Removal and Disposal of Boulders Largest Dimension greater than 36".
Quantity Included in Bid 400 cu. yd.
1. ADD (to Quantity Allowance): Two Hundred Fifty Dollars
(\$ 250.00) per cu. yd.
2. SUBTRACT (from Quantity Allowance): Eighty Dollars
(\$ 80.00) per cu. yd.
- D. Unit-Price No. 4: Replacement of removed Boulder or Ledge volume with satisfactory soil
material. Quantity Included in Bid 600 cu. yd.
1. ADD (to Quantity Allowance): One Hundred Dollars
(\$ 100.00) per cu. yd.
2. SUBTRACT (from Quantity Allowance): Fifty Dollars
(\$ 50.00) per cu. yd.
- E. Unit-Price No. 5: Disposal of Soils Greater than Background, greater than RCS-1 and Less
than RCS-2. Quantity Included in Bid 200 cu. yd.
1. ADD (to Quantity Allowance): One Hundred Sixty Dollars
(\$ 160.00) per cu. yd.
2. SUBTRACT (from Quantity Allowance): Eighty Dollars
(\$ 80.00) per cu. yd.
- F. Unit-Price No. 6: Moisture vapor emission control without cementitious underlayment. Quantity
Included in Bid 10,000sf.
1. Four and Fifty Cents Dollars (\$ 4.50) per sq. ft.
- G. Unit-Price No. 7: Moisture vapor emission control including cementitious underlayment.
Quantity Included in Bid 10,000sf.
1. Five and Seventy Five Cents Dollars (\$ 5.75) per sq. ft.

Charleswood Contract Exhibit B

Charleswood Elementary School
Town of Hopkinton
Perkins Eastman DPC, Project No. 95421

March 20, 2025
CD Submission

- 1.4 Unit Prices specific to Bedrock Wells Following unit prices, to be filled out by all bidders, shall be used for additions or deletions to bedrock well construction due to actual site conditions. Prices shall include said material and installation labor as well as necessary equipment costs complete in place, along with any applicable taxes, supervision, and delivery charges.
- A. Unit-Price No. 8: Bedrock Wells Preconstruction Meeting with Owner's Representative and Engineer. Quantity included in bid 1 Meeting.
1. ADD (to Quantity Allowance): Five Thousand Dollars
(\$ 5,000) per meeting.
- B. Unit-Price No. 9: Bedrock Wells Mobilization and Setup at Site Permits and Utility Location Services. Quantity included in the bid 1 Mobilization.
1. ADD (to Quantity Allowance): Ten Thousand Dollars
(\$ 10,000) per mobilization.
- C. Unit-Price No. 10: Bedrock Wells Laboratory Water Quality Analysis and Report for Sample Collected from Bedrock Well. Quantity included in the bid 1 Lab Analysis.
1. ADD (to Quantity Allowance): Four Thousand Five Hundred Dollars
(\$ 4,500) per Lab Analysis.
- D. Unit-Price No. 11: Bedrock Wells 10-Inch Drilling in Overburden for 6-Inch Irrigation Bedrock Well Casing. Quantity included in the bid 50 Feet.
1. ADD (to Quantity Allowance): Thirty-Five Dollars
(\$ 35.00) per foot.
- E. Unit-Price No. 12: Bedrock Wells 10-Inch Drilling in bedrock for 6-Inch Irrigation Bedrock Well Casing. Quantity included in the bid 20 Feet.
1. ADD (to Quantity Allowance): Forty Dollars
(\$ 40.00) per foot.
- F. Unit-Price No. 13: Bedrock Wells 2-Inch Annular Grout Seal Around Well Casing for Aquifer and Well Protection. Quantity included in the bid 70 Feet.
1. ADD (to Quantity Allowance): One Hundred Dollars
(\$ 100.00) per foot.

Charleswood Contract Exhibit B

Charleswood Elementary School
Town of Hopkinton
Perkins Eastman DPC, Project No. 95421

March 20, 2025
CD Submission

- G. Unit-Price No. 14: Bedrock Wells 6-Inch Steel Well Casing for Irrigation Well Bedrock. Quantity included in the bid 70 Feet.

1. ADD (to Quantity Allowance): Forty Dollars
(\$ 40.00) per foot.

- H. Unit-Price No. 15: Bedrock Wells 6-Inch Bedrock Drilling for Irrigation Well Bedrock. Quantity included in the bid 530 Feet.

1. ADD (to Quantity Allowance): Forty Dollars
(\$ 40.00) per foot.

- I. Unit-Price No. 16: Bedrock Wells Development and Hydrofracture Opening for Irrigation Bedrock Well After Drilling. Quantity included in the bid 1 Well.

1. ADD (to Quantity Allowance): Twenty-Eight Thousand Dollars
(\$ 28,000) per Well.

- J. Unit-Price No. 17: Bedrock Wells Well Testing and Recording with Temporary Test Pumps (Step-Drawdown, Yield, Recovery. Quantity included in the bid 48 Hours.

1. ADD (to Quantity Allowance): Three Hundred Seventy-Five Dollars
(\$ 375.00) per Hour.

- K. Unit-Price No. 18: Bedrock Wells Products and Equipment Required for Bedrock Drilling. Quantity included in the bid 1 Product Set (Fixed).

1. ADD (to Quantity Allowance): Twenty-Three Thousand Dollars
(\$ 23,000) per Product Set.

- L. Unit-Price No. 19: Bedrock Wells Demobilization and Site Clean-up Reporting, As-Built, Drilling Logs, and Testing Data. Quantity included in the bid 1 Demobilization and Closeout.

1. ADD (to Quantity Allowance): Ten Thousand Dollars
(\$ 10,000) per Demobilization and Closeout.

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this ____ day of _____, 2025

Charleswood Contract Exhibit B

Charleswood Elementary School
Town of Hopkinton
Perkins Eastman DPC, Project No. 95421

March 20, 2025
CD Submission

Submitted By: _____ (Insert name of bidding firm or corporation).

Authorized Signature: _____ (Handwritten signature).

Signed By: _____ (Type or print name).

Title: _____ (Owner/Partner/President/Vice President).

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