

 **AIA**® Document A101® – 2017

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

AGREEMENT made as of the 14th day of November in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Stoughton
10 Pearl Street
S
toughton, MA 02072

and the Contractor:
(Name, legal status, address and other information)

Page Building Construction
135 Old Page Street
Stoughton, MA 02072
(781) 341-0004

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

Stoughton Fire Headquarters and Public Health
30 Freeman Street
Stoughton MA 02072

The Architect:
(Name, legal status, address and other information)

Dore and Whittier Architects, Inc.
260 Merrimac Street, Building 7
Newburyport, MA 01950

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

An anticipated date of December 2, 2024.

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

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

§ 3.3 Substantial Completion

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

Init.

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

Not later than three hundred sixty five (365) calendar days from the date of commencement of the Work established in the Notice to Proceed.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six million, eight hundred seventy-five thousand dollars (\$ 6,875,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
None	

§ 4.4 Unit prices, if any:

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

Unit Prices (if any) as set forth in the Unit Price Form submitted with the bids and agreed to by the Owner. Refer to Exhibit E to this contract.

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Paragraphs Deleted)

Liquidated damages as stipulated in A201 General Conditions shall be:

init.

One Thousand Five Hundred Dollars (\$1,500) per calendar day.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment in the required form is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

5%

Init.

(Paragraphs Deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as set forth in Section 9.6 of the General Conditions and in accordance with M.G.L. Ch. 30, Section 39K.

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

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

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

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

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

§ 5.2 Final Payment

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

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

§ 5.2.2 The Owner’s final payment to the Contractor shall be made in accordance with Section 9.10 of the General Conditions and M.G.L. Ch 30, Section 39K.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest in accordance with M.G.L. Ch 30 Section 39K.

(Paragraph Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Init.

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (*Specify*)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraph Deleted)

(Paragraphs deleted)

(Paragraph Deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Taylor McDonald
Pomroy Associates
49 Bedford Street
East Bridgewater, MA 02333

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Rossano Crugnale, President
Page Building Construction
135 Old Page Street
Stoughton, MA 02072
rcrugnale@pagebuildingconstruction.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA A201-2017.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents.

(Paragraphs Deleted)

Init.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

(Paragraph Deleted)

Drawings

Number	Title	Date
All drawings identified in the Exhibit B – List of Drawings attached hereto as included in the Project Manual for the Stoughton Fire Headquarters and Public Health project..		

.5 Specifications

Section	Title	Date	Pages
All Sections identified in Exhibit C – Table of Contents attached hereto as included in the Project Manual for the Stoughton Fire Headquarters and Public Health project..			

.6 Addenda, if any:

Number	Date	Pages
All Addenda #1-#6, the cover sheets of which are attached at Exhibit D.		

(Paragraph Deleted)

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Completed Unit Prices list as provided by the Contractor and agreed to by the Owner, attached as Exhibit E

The Sustainability Plan:

Title	Date	Pages
N/A		

Supplementary and other Conditions of the Contract:

Init.

Document	Title	Date	Pages
N/A			

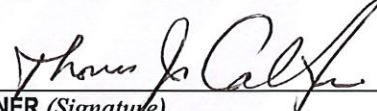
.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)


All Division 0 and Division 1 Sections and forms included in the Project Manual, including but not limited to the Invitation to Bid, Instructions to Bidders, and Available Project Information documents included in the Project Manual.

1. The Contractor's bid forms, including but not limited to the bid, all supplemental bid forms submitted with the bids, the DCAMM Update Statement, and DCAMM Certification forms.
2. All addendum content, including those items related to bidding requirements.

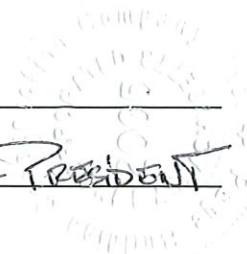
This Agreement entered into as of the day and year first written above.



OWNER (Signature)
 Thomas J. Calter
 (Printed name and title) *Town Manager*




CONTRACTOR (Signature)
 ROSSANO CRUGNALE - PRESIDENT
 (Printed name and title)



Certificate of Appropriation

I hereby certify that an appropriation in the amount of this contract is available therefor and that the Procurement Officer (authorized signatory) has been authorized to execute said contract on behalf of the Owner and approve all requisitions and change orders.



 Town Accountant
 11/14/2024

 Date

Additions and Deletions Report for AIA® Document A101® – 2017

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 17:06:50 ET on 11/13/2024.

PAGE 1

AGREEMENT made as of the day of November in the year 2024

...

Town of Stoughton
10 Pearl Street
S
taughton, MA 02072

...

Page Building Construction
135 Old Page Street
Stoughton, MA 02072
(781) 341-0004

...

Stoughton Fire Headquarters and Public Health
30 Freeman Street
Stoughton MA 02072

...

Dore and Whittier Architects, Inc.
260 Merrimac Street, Building 7
Newburyport, MA 01950

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

...

An anticipated date of December 2, 2024.

PAGE 3

[X] Not later than three hundred sixty five (365) calendar days from the date of commencement of the ~~Work~~Work established in the Notice to Proceed.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—Six million, eight hundred seventy-five thousand dollars (\$ 6,875,000.00))~~, subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

None

...

Unit Prices (if any) as set forth in the Unit Price Form submitted with the bids and agreed to by the Owner. Refer to Exhibit E to this contract.

...

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

...

§ 4.6 Other:

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) Liquidated damages as stipulated in A201 General Conditions shall be:

PAGE 4

One Thousand Five Hundred Dollars (\$1,500) per calendar day.

...

§ 5.1.3 Provided that an Application for Payment in the required form is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

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

...

5%

PAGE 5

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

...

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

...

~~§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: set forth in Section 9.6 of the General Conditions and in accordance with M.G.L. Ch. 30, Section 39K.~~

...

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

...

~~§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: in accordance with Section 9.10 of the General Conditions and M.G.L. Ch 30, Section 39K.~~

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located, in accordance with M.G.L. Ch 30 Section 39K.~~

...

~~(Insert rate of interest agreed upon, if any.)~~

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. A201-2017~~

...

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

PAGE 6

[] Litigation in a court of competent jurisdiction

...

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:~~

...

~~*(Paragraphs deleted)*~~

...

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

...

~~Taylor McDonald
Pomroy Associates
49 Bedford Street
East Bridgewater, MA 02333~~

...

~~Rossano Crugnale, President
Page Building Construction
135 Old Page Street
Stoughton, MA 02072
rcrugnale@pagebuildingconstruction.com~~

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. A201-2017.~~

...

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.~~

...

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

...

~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~.2 AIA Document A101™ 2017, Exhibit A, Contractor's Insurance and Bonds~~

...

~~.4 Building information modeling exhibit, dated as indicated below:~~

...

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

...

~~.5 Drawings~~

...

All drawings identified in the Exhibit B – List of Drawings attached hereto as included in the Project Manual for the Stoughton Fire Headquarters and Public Health project.

...

~~.6 .5 Specifications~~

...

All Sections identified in Exhibit C – Table of Contents attached hereto as included in the Project Manual for the Stoughton Fire Headquarters and Public Health project.

...

~~.7 .6 Addenda, if any:~~

...

All Addenda #1-#6, the cover sheets of which are attached at Exhibit D.

...

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

...

~~.8~~.7 Other Exhibits:

...

[-] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[X] Completed Unit Prices list as provided by the Contractor and agreed to by the Owner, attached as Exhibit E

...

N/A

PAGE 8

N/A

...

~~.9~~.8 Other documents, if any, listed below:

...

All Division 0 and Division 1 Sections and forms included in the Project Manual, including but not limited to the Invitation to Bid, Instructions to Bidders, and Available Project Information documents included in the Project Manual.

1. The Contractor's bid forms, including but not limited to the bid, all supplemental bid forms submitted with the bids, the DCAMM Update Statement, and DCAMM Certification forms.
2. All addendum content, including those items related to bidding requirements.

...

Certificate of Appropriation

...

I hereby certify that an appropriation in the amount of this contract is available therefor and that the Procurement Officer (authorized signatory) has been authorized to execute said contract on behalf of the Owner and approve all requisitions and change orders.

...

...

Town Accountant

...

...

Date

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lee P Dore, 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 17:06:50 ET on 11/13/2024 under Order No. 4104248993 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Policy Number:

Date Entered: 11/12/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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 DiTullio Insurance Agency, Inc. 424 Adams Street, Suite 101 Milton, MA 02186	CONTACT NAME: PHONE (A/C, No, Ext): (617) 696-4656 FAX (A/C, No): (617) 696-4650 E-MAIL ADDRESS: _____ _____ _____																					
INSURED PAGE BUILDING CONSTRUCTION COMPANY, INC. 135 OLD PAGE STREET, SUITE 4 STOUGHTON, MA 02072	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: THE TRAVELERS INDEMNITY COMPANY</td> <td colspan="2"></td> </tr> <tr> <td>INSURER B: THE TRAVELERS INDEMNITY COMPANY</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C: TRAVELERS PROP CASUALTY CO. OF AMERICA</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D: TRAVELERS INDEMNITY CO. OF CONNECTICUT</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: THE TRAVELERS INDEMNITY COMPANY			INSURER B: THE TRAVELERS INDEMNITY COMPANY			INSURER C: TRAVELERS PROP CASUALTY CO. OF AMERICA			INSURER D: TRAVELERS INDEMNITY CO. OF CONNECTICUT			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/>		DTCO7H352746IND24	11/14/2024	11/14/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 _____ \$ _____
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____			BA7N4117402426G	11/14/2024	11/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H3801312426	11/14/2024	11/14/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 _____ \$ _____
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB7H3711582426G	11/14/2024	11/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 _____ \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WORK USUAL TO THE NAMED INSURED.

PROJECT: STOUGHTON FIRE HEADQUARTERS AND PUBLIC HEALTH, PROJECT NUMBER: 19-0796,

30 FREEMAN STREET, STOUGHTON, MA 02072

TOWN OF STOUGHTON, MA AND DORE & WHITTIER ARE INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY

IF REQUIRED BY A SIGNED WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF STOUGHTON 10 PEARL STREET STOUGHTON, MA 02072	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 <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Allison Sweeney</div> DITULLIO INSURANCE AGENCY
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Policy Number:

Date Entered: 11/12/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

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 DiTullio Insurance Agency, Inc. 424 Adams Street, Suite 101 Milton, MA 02186	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 696-4656	FAX (A/C, No): (617) 696-4650	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY			
INSURER B: THE TRAVELERS INDEMNITY COMPANY			
INSURER C: TRAVELERS PROP CASUALTY CO. OF AMERICA			
INSURER D: TRAVELERS INDEMNITY CO. OF CONNECTICUT			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		DTC07H352746IND23	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7N4117402326G	11/14/2023	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H3801312326	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7H3711582326G	11/14/2023	11/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WORK USUAL TO THE NAMED INSURED.
PROJECT: STOUGHTON FIRE HEADQUARTERS AND PUBLIC HEALTH, PROJECT NUMBER: 19-0796,
30 FREEMAN STREET, STOUGHTON, MA 02072
TOWN OF STOUGHTON, MA AND DORE & WHITTIER ARE INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY
IF REQUIRED BY A SIGNED WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER TOWN OF STOUGHTON 10 PEARL STREET STOUGHTON, MA 02072	CANCELLATION 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 DITULLIO INSURANCE AGENCY <i>Allison Sweeney</i>
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Payment Bond

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

CONTRACTOR (Name and Address):
Page Building Construction Company Inc.
135 Old Page Street Unit 4
Stoughton, MA 02072

SURETY:
Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110

OWNER (Name and Address):
Town of Stoughton
10 Pearl Street
Stoughton, MA 02072

CONSTRUCTION CONTRACT

Date: November 14, 2024

Amount: \$6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents

DOLLARS

Description (Name and Location): Stoughton Fire Headquarters and Public Health,
30 Freeman Street, Stoughton, MA 02072

BOND

Date (Not earlier than Construction Contract Date): November 14, 2024

Amount: \$6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents

DOLLARS

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

Company: Page Building Construction Company Inc.

Signature: [Signature]

Name and Title: Rossano Crugnale, President

Corporate Seal

SURETY

Company: Fidelity and Deposit Company of Maryland

Signature: [Signature] Corporate Seal

Name and Title: Roy DiTullio, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

DiTullio Insurance Agency Inc.

424 Adams Street

Suite 101

Milton, MA 02186

(617) 696-4656

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Dore & Whittier Architects. Inc.

Printed in cooperation with The American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

100 High St., Ste 1400, Boston, MA 02110

the language used in AIA Document A-312, December 1984 EDITION.

vouches that the language in the document conforms exactly to

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 4 is amended to insert sub-paragraph 4.3, which states:

4.3 Claimants have furnished to Surety proof of claim duly sworn to by Claimants with adequate supporting documentation proving the amount claimed is due and payable.

Paragraph 5 shall be amended to delete the word "or" and insert the word "and" in its place.

Paragraph 6 and its sub-paragraphs 6.1 and 6.2 shall be deleted in their entirety and replaced with the following: When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall, within 90 days of the date when claimant finally completed its satisfactions of the conditions of Paragraph 4 notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant's sole remedy shall be the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

Paragraph 12 shall be amended to add the following paragraph:

CLAIM NOTICE for the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND INSURANCE COMPANY and/or AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY must be sent to the following address:
Zurich American Insurance Co., Attn: Surety Claims, 1299 Zurich Way Schaumburg, IL 60196-1056

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

CONTRACTOR AS PRINCIPAL (Corporate Seal)
Company:
Signature: _____
Name and Title:
Address:

SURETY: (Corporate Seal)
Company:
Signature: _____
Name and Title:
Address:

Performance Bond

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

CONTRACTOR (Name and Address):
Page Building Construction Company Inc.
135 Old Page Street, Unit 4
Stoughton, MA 02072

SURETY: Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110

OWNER (Name and Address):
Town of Stoughton
10 Pearl Street
Stoughton, MA 02072

CONSTRUCTION CONTRACT

Date: November 14, 2024

Amount: \$ 6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents DOLLARS

Description (Name and Location): Stoughton Fire Headquarters and Public Health,
30 Freeman Street, Stoughton, MA 02072

BOND

Date (Not earlier than Construction Contract Date): November 14, 2024

Amount: \$ 6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents DOLLARS

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

Company: Page Building Construction Company Inc.

SURETY

Company: Fidelity and Deposit Company of Maryland

Signature:  Corporate Seal

Signature:  Corporate Seal

Name and Title: Rossano Crugnale, President

Name and Title: Roy DiTullio, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

DiTullio Insurance Agency Inc.
424 Adams Street
Suite 101
Milton, MA 02186
(617) 696-4656

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Dore & Whittier Architects, Inc.

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110 vouches that the language in the document conforms exactly to the
language used in AIA Document A-312, December 1984 Edition.

1 The Contractor and the 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 to participate in conferences as provided in Sub-paragraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 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 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

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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)

SURETY:
Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Roy DITULLIO, Katherine GALANIS of Milton, Massachusetts, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of November, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 27th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. 9344437

Payment Bond

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

CONTRACTOR (Name and Address):
Page Building Construction Company Inc.
135 Old Page Street Unit 4
Stoughton, MA 02072

SURETY:
Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110

OWNER (Name and Address):
Town of Stoughton
10 Pearl Street
Stoughton, MA 02072

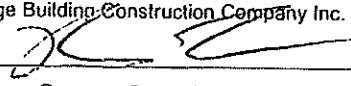
CONSTRUCTION CONTRACT
Date:
Amount: \$6,875,000.00
Description (Name and Location): Stoughton Fire Headquarters and Public Health,
30 Freeman Street, Stoughton, MA 02072

Six Million Eight Hundred Seventy-Five Thousand and No Cents **DOLLARS**

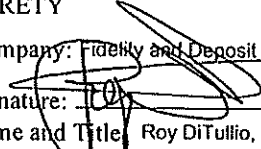
BOND

Date (Not earlier than Construction Contract Date):
Amount: \$6,875,000.00
Modifications to this Bond: None See Page 3 **DOLLARS**

CONTRACTOR AS PRINCIPAL

Company: Page Building Construction Company Inc.
Signature: 
Name and Title: Rossano Crugnale, President

Corporate Seal

None See Page 3
SURETY
Company: Fidelity and Deposit Company of Maryland
Signature: 
Name and Title: Roy DiTullio, Attorney-in-Fact

Corporate Seal

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
DiTullio Insurance Agency Inc.
424 Adams Street
Suite 101
Milton, MA 02186
(617) 696-4656

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Dore & Whillier Architects, Inc.

Printed in cooperation with The American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110
the language used in AIA Document A-312, December 1984 EDITION. vouches that the language in the document conforms exactly to

PAY76001ZZ0409f
With Modifications

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 4 is amended to insert sub-paragraph 4.3, which states:

4.3 Claimants have furnished to Surety proof of claim duly sworn to by Claimants with adequate supporting documentation proving the amount claimed is due and payable.

Paragraph 5 shall be amended to delete the word "or" and insert the word "and" in its place.

Paragraph 6 and its sub-paragraphs 6.1 and 6.2 shall be deleted in their entirety and replaced with the following:
When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall, within 90 days of the date when claimant finally completed its satisfactions of the conditions of Paragraph 4 notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant's sole remedy shall be the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

Paragraph 12 shall be amended to add the following paragraph:

CLAIM NOTICE for the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND INSURANCE COMPANY and/or AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY must be sent to the following address:

Zurich American Insurance Co., Attn: Surety Claims, 1299 Zurich Way Schaumburg, IL 60196-1056

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

CONTRACTOR AS PRINCIPAL (Corporate Seal)
Company: _____

SURETY: (Corporate Seal)
Company: _____

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Bond No. 9344437

Performance Bond

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

CONTRACTOR (Name and Address):

Page Building Construction Company Inc.
135 Old Page Street, Unit 4
Stoughton, MA 02072

SURETY:

Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110

OWNER (Name and Address):

Town of Stoughton
10 Pearl Street
Stoughton, MA 02072

CONSTRUCTION CONTRACT

Date:

Amount: \$ 6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents DOLLARS

Description (Name and Location): Stoughton Fire Headquarters and Public Health,
30 Freeman Street, Stoughton, MA 02072

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 6,875,000.00 Six Million Eight Hundred Seventy-Five Thousand and No Cents DOLLARS

Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL

Company: Page Building Construction Company Inc.

SURETY

Company: Fidelity and Deposit Company of Maryland

Signature:  Corporate Seal

Signature:  Corporate Seal

Name and Title: Rossano Crugnale, President

Name and Title: Roy DiTullio, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

DiTullio Insurance Agency Inc.
424 Adams Street
Suite 101
Milton, MA 02186
(617) 696-4656

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Dore & Whittier Architects, Inc.

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland
100 High St., Ste 1400, Boston, MA 02110
language used in AIA Document A-312, December 1984 Edition.

vouches that the language in the document conforms exactly to the

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 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 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

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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)

SURETY:

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Roy DITULLIO, Katherine GALANIS of Milton, Massachusetts, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of November, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 27th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**SECTION 00 01 15
LIST OF DRAWING SHEETS**

SHEET NUMBER	SHEET NAME
GENERAL	
G0.00	COVER SHEET
GC2.00	CODE SUMMARY (ADDENDUM NO. 1)
GC1.10	CODE PLANS
GC1.11	CODE NARRATIVE
EXISTING SITE CONDITIONS	
EX1.1	EXISTING CONDITIONS PLAN
CIVIL	
C0.00	NOTES, LEGEND & ABBREVIATIONS
C1.00	SITE EROSION & SEDIMENTATION CONTROL PLAN
C2.00	SITE DEMOLITION PLAN
C3.00	SITE GRADING PLAN
C4.00	SITE LAYOUT PLAN
C5.00	SITE UTILITY PLAN
C6.00	CIVIL DETAILS
C6.01	CIVIL DETAILS I
C6.02	CIVIL DETAILS II
C6.03	CIVIL DETAILS III
C6.04	CIVIL DETAILS IV
LANDSCAPE	
LP1.01	PLANTING PLAN
LP5.01	PLANTING NOTES AND DETAILS
STRUCTURAL	
S0.01	GENERAL NOTES
S0.02	TYPICAL DETAILS
S0.03	TYPICAL DETAILS
S0.04	TYPICAL DETAILS
S0.05	TYPICAL DETAILS
S0.06	TYPICAL DETAILS
S0.07	TYPICAL DETAILS
S1.10	BASEMENT LEVEL PLAN
S1.20	LEVEL 1 FLOOR PLAN
S1.30	LEVEL 2 FLOOR PLAN
S1.40	ROOF PLAN
S2.01	SECTIONS
S2.02	SECTIONS
S3.01	SECTIONS
S3.02	SECTIONS
S3.03	SECTIONS
S4.01	TRUSS ELEVATIONS

*Stoughton Fire Headquarters and Public Health / 19-0796
Addendum No.1*

SHEET NUMBER	SHEET NAME
ARCHITECTURAL	
AG0.01	ABBREVIATIONS SYMBOLS & MATERIALS & LEGEND
AG0.02	WALL TYPES, NOTES & DETAILS
AG0.03	ENTRY SIGN PLAN 7 MOCK UP
AD1.10	DEMOLITION PLANS
AD1.20	DEMOLITION PLAN - LEVEL 2
AD3.10	DEMOLITION PLAN - ROOF
AD4.10	DEMOLITION ELEVATIONS
AD4.11	DEMOLITION ELEVATIONS
A1.10	FLOOR PLANS - BASEMENT & LEVEL 1
A1.20	FLOOR PLAN - LEVEL 2
A1.50	PLAN DETAILS
A1.51	PLAN DETAILSL
A1.70	ENLARGED TOILET FLOOR PLANS & ELEVATIONS
A2.10	REFLECTED CEILING PLANS - BASEMENT & LEVEL 1
A2.20	REFLECTED CEILING PLAN - LEVEL 2
A2.50	CEILING DETAILS
A3.10	ROOF PLAN
A3.50	ROOF DETAILS
A3.51	ROOF DETAILS
A4.10	EXTERIOR ELEVATIONS
A4.11	EXTERIOR ELEVATIONS
A5.10	BUILDING SECTIONS
A6.10	WALL SECTIONS
A6.11	WALL SECTIONS
A6.12	WALL SECTIONS
A6.50	BASE OF WALL DETAILS
A6.51	MID-WALL DETAILS
A6.52	MID-WALL DETAILS
A6.54	TOP OF WALL DETAILS
A6.55	TOP OF WALL DETAILS
A6.62	TOP OF WALL DETAILS (ADDENDUM NO. 1)
A7.01	VERTICAL CIRC. PLANS & SECTIONS
A7.02	VERTICAL CIRC. PLANS & SECTIONS
A7.03	VERTICAL CIRC. PLANS & SECTIONS
A7.50	STAIR RAILING DETAILS
A7.51	STAIR DETAILS
A7.52	ELEVATOR DETAILS
A8.10	DOOR & WINDOW SCHEDULE & DOOR TYPES
A8.20	CURTAINWALL SCHEDULE & DETAILS
A8.30	STOREFRONT SCHEDULE & DETAILS
A8.34	STOREFRONT DETAILS (ADDENDUM NO. 1)
A8.50	HM DOORS, FRAMES & BORROWED LITE DETAILS
A8.51	HM DOORS, FRAMES & BORROWED LITE DETAILS
A8.60	WINDOW DETAILS
A8.61	WINDOW DETAILS
A8.70	MISC. DOOR DETAILS
A9.10	FINISH SCHEDULE
A9.11	FINISH PLANS

*Stoughton Fire Headquarters and Public Health / 19-0796
Addendum No.1*

SHEET NUMBER	SHEET NAME
A9.50	INTERIOR DETAILS
A9.51	INTERIOR DETAILS
A9.52	INTERIOR SIGNAGE
A9.53	INTERIOR SIGNAGE WAY FINDING
A9.70	INTERIOR ELEVATIONS
A9.71	INTERIOR ELEVATIONS
A9.72	INTERIOR ELEVATIONS
A9.73	INTERIOR ELEVATIONS
<u>A9.74</u>	<u>INTERIOR ELEVATIONS (ADDENDUM NO. 1)</u>
A9.80	MILLWORK DETAILS
AQ1.10	EQUIPMENT PLANS
AQ1.50	CASEWORK SCHEDULE, PLANS & ELEVATIONS
AQ1.51	CASEWORK SCHEDULE, PLANS & ELEVATIONS

MASONRY MAINTENANCE

MM0.01	KENNEY - EXTERIOR ELEVATIONS
MM0.02	KENNEY - EXTERIOR ELEVATIONS

REFERENCE DRAWINGS ADDITIONAL INFORMATION (ADDENDUM NO. 1)

Z0.01	RH - PLAN OF EXISTING CONDITIONS
Z0.02	1970 - EXIST. SITE PLAN
Z0.03	1970 - EXIST. BASEMENT PLAN & DETAILS
Z0.04	1970 - EXIST. MAIN FLOOR & DETAILS
Z0.05	1970 - EXIST. 2ND FLOOR PLAN & ROOF PLAN AND DETAILS
Z0.06	1970 - EXIST. EXTERIOR ELEVATIONS
Z0.07	1970 - EXIST. ROOM FINISH, PAINT, DOOR & DOOR FRAME SCHED.
Z0.08	1970 - EXIST. ALUM. WINDOW DETAILS, VERT. OPG DOORS
Z0.09	1970 - EXIST. INTERIOR ELEVATIONS 1ST FLOOR
Z0.10	1970 - EXIST. INTERIOR ELEVATIONS MAIN FLOOR
Z0.11	1970 - EXIST. INTERIOR ELEVATIONS 2ND FLOOR
Z0.12	1970 - EXIST. BUILDING SECTIONS
Z0.13	1970 - EXIST. HOSE TOWER, SLIDE POLE, FIRE ESCAPE
Z0.14	1970 - EXIST. TYPICAL DETAILS & GENERAL NOTES
Z0.15	1970 - EXIST. FOUNDATION PLAN
Z0.16	1970 - EXIST. LOW ROOF & 2ND FLOOR FRAMING PLAN
Z0.17	1970 - EXIST. MISCELLANEOUS DETAILS
Z0.18	1970 - EXIST. PLUMBING PLAN
Z0.19	1970 - EXIST. HVAC FLOOR PLANS & DETAILS
Z0.20	1970 - EXIST. ELEC. DETAILS, FLOOR PLANS
Z0.21	1970 - EXIST. ELECTRICAL SCHED., 2ND FLOOR PLAN
Z0.22	1924 - EXIST. PLOT PLAN
Z0.23	1924 - EXIST. BASEMENT PLAN
Z0.24	1924 - EXIST. FIRST FLOOR PLAN
Z0.25	1924 - EXIST. SECOND FLOOR PLAN
Z0.26	1924 - EXIST. ROOF PLAN
Z0.27	1924 - EXIST. FRONT & REAR ELEVATIONS
Z0.28	1924 - EXIST. SIDE ELEVATIONS
Z0.29	1924 - EXIST. SECTIONS
Z0.30	1924 - EXIST. DETAILS OF FRONT ELEVATION

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Addendum No.1*

SHEET NUMBER	SHEET NAME
Z0.31	1924 - EXIST. INT. ELEV. THRO LOUNGE. APP. & WATCH RM
Z0.32	1924 - EXIST. FIRST FLOOR FRAMING PLAN
Z0.33	1924 - EXIST. SECOND FLOOR FRAMING PLAN
Z0.34	1924 - EXIST. ROOF FRAMING PLAN
Z0.35	1924 - EXIST. SECTION THRO. BOTTOM CHORD OF TRUSSES A & B
Z0.36	1924 - EXIST. HEATING BASEMENT PLAN
Z0.37	1924 - EXIST. HEATING FIRST FLOOR PLAN
Z0.38	1924 - EXIST. HEATING SECOND FLOOR PLAN
Z0.39	1924 - EXIST. PLUMBING BASEMENT PLAN
Z0.40	1924 - EXIST. PLUMBING FIRST FLOOR PLAN
Z0.41	1924 - EXIST. PLUMBING SECOND FLOOR PLAN

FIRE PROTECTION

FP0.01	LEGEND, NOTES AND DETAILS - FIRE PROTECTION
FP1.00	BASEMENT PLAN - FIRE PROTECTION
FP1.01	LEVEL 1 PLAN - FIRE PROTECTION
FP1.02	LEVEL 2 PLAN - FIRE PROTECTION

PLUMBING

P0.01	LEGEND, NOTES AND DETAILS - PLUMBING
P0.02	DETAILS - PLUMBING
P1.00	BASEMENT PLAN - PLUMBING
P1.01	LEVEL 1 PLAN - PLUMBING
P1.02	LEVEL 2 PLAN - PLUMBING
P1.03	ROOF PLAN - PLUMBING

MECHANICAL

M0.00	GENERAL NOTES & LEGEND
M0.10	HVAC SCHEDULES
M0.20	HVAC DETAILS I
M0.21	HVAC DETAILS II
M0.22	HVAC DETAILS III
M0.30	VRF PIPING DIAGRAM
M1.10	BASEMENT & FIRST FLOOR DUCTWORK PLAN
<u>M1.20</u> M1.14	SECOND FLOOR PLAN DUCTWORK - HVAC (ADDENDUM NO. 1)
M2.10	BASEMENT & FIRST FLOOR PIPING PLAN
M2.20	SECOND FLOOR PIPING PLAN
M3.10	ROOF PLAN - HVAC
M4.10	HVAC CONTROLS I
M4.11	HVAC CONTROLS II
M4.12	HVAC CONTROLS III
M4.13	HVAC CONTROLS IV
VC.1	VIBRATION & SEISMIC DETAILS I
VC.2	VIBRATION & SEISMIC DETAILS II

ELECTRICAL

E0.01	ELECTRICAL SYMBOL LIST
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*Stoughton Fire Headquarters and Public Health / 19-0796
Addendum No.1*

SHEET NUMBER	SHEET NAME
E0.02	LIGHTING FIXTURE SCHEDULE
E0.02A	LIGHTING DETAILS
E0.03	ELECTRICAL SITE PLAN
E0.04	ELECTRICAL SITE DETAILS
E1.00	BASEMENT PLAN - LIGHTING
E1.10	LEVEL 1 PLAN - LIGHTING
E1.20	LEVEL 2 PLAN - LIGHTING
E2.00	BASEMENT PLAN - POWER
E2.10	LEVEL 1 PLAN - POWER
E2.20	LEVEL 2 PLAN - POWER
E2.30	ROOF PLAN - POWER
E3.00	ONE LINE RISER DIAGRAM
E3.01	MECHANICAL SCHEDULE & DETAILS
E3.02	PLUMBING SCHEDULE & DETAILS
E3.03	ELECTRICAL DETAILS
E3.04	GROUNDING RISER DIAGRAM
E3.05	LIGHTING PROTECTION DETAILS
E3.06	LIGHTING PROTECTION DETAILS
E4.00	FIRE ALARM RISER AND DETAILS
E4.01	BASEMENT PLAN - FIRE ALARM
E4.10	LEVEL 1 PLAN - FIRE ALARM
E4.20	LEVEL 2 PLAN - FIRE ALARM
E5.00	SECURITY SYMBOL LIST AND DETAILS
E5.01	BASEMENT PLAN - SECURITY
E5.10	LEVEL 1 PLAN - SECURITY
E5.20	LEVEL 2 PLAN - SECURITY

TECHNOLOGY

T0.01	TECHNOLOGY SYMBOLS AND DETAILS
T1.00	BASEMENT PLAN - TECHNOLOGY
T1.10	LEVEL 1 PLAN - TECHNOLOGY
T1.20	LEVEL 2 PLAN - TECHNOLOGY
T2.00	TECHNOLOGY RISER AND DETAILS
T2.01	TECHNOLOGY DETAILS

END OF SECTION

**SECTION 00 01 10
TABLE OF CONTENTS****VOLUME 1 OF 3****DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 01 01 - Project Title Page.

00 01 07 - Seals Page.

00 01 10 - Table of Contents.

00 01 15 - List of Drawing Sheets.

00 11 13 - Invitation to Bid.

00 21 13 - Instructions to Bidders.

00 21 13.01 - Supplemental Instructions to Bidders - E-Bid.

00 21 13.02 - Workforce Diversity.

00 21 13.05 - Goals for Participation by MBE, WBE, AND VBE / SDVOBE.

00 31 00 - Available Project Information.

00 31 00.10 - Structural Engineer of Record Statement of Special Inspections.

00 31 00.20 - Building Envelope Survey.

00 31 00.30 - Site Plan Approval Document.

00 31 00.40 - Hazardous Materials Survey and Report (Addendum No. 1)

00 31 00.50 - Preliminary Geotechnical Summary – Technical Memorandum (Addendum No. 6)

00 41 00 - Form for General Bid.

00 41 02 - Form for Filed Sub-Bid.

00 43 01 - Bid Form Supplements.

00 43 01.10 - Bid Bond Form.

00 43 01.20 - Schedule for MBE, WBE, and VBE / SDVOBE Participation.

00 43 01.30 - MBE, WBE, and VBE / SDVOBE Letter of Intent.

00 43 01.40 - Bidder's Certificate of Payment of Prevailing Wages.

00 43 01.50 - Bidder's Certificate of Non-Collusion.

00 43 01.60 - Bidder's Certificate of Labor Harmony.

00 43 01.70 - Bidder's Certificate of Tax Compliance.

00 43 01.80 - Masonry Bidder's Statement of Qualifications (**Addendum No. 3**)

00 43 22 - Unit Prices Form.

00 50 00.10 - Performance Bond.

00 50 00.20 - Labor and Material Payment Bond.

00 52 00 - Owner-Contractor Agreement Form.

00 60 01 - Prevailing Wage Rate Schedule.

00 72 00 - General Conditions of the Contract.

00 72 00.10 - Procedure for Pre-Bid Adjustment of MBE, WBE, AND VBE / SDVOBE Participation Goals.

DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00 - Summary.

01 20 00 - Price and Payment Procedures.

01 22 00 - Unit Prices.

01 25 00 - Substitution Procedures.

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Addendum No. 6*

01 25 01 - Substitution Request Form
01 30 00 - Administrative Requirements.
01 30 01 - Request for Interpretation Form.
01 30 02 - Submittal Data Sheet.
01 31 14 - Coordination.
01 31 16 - Terms of Use of Digital Drawings and Electronic Data.
01 32 16 - Construction Progress Schedule.
01 35 43 - Hazardous Materials Procedures
01 40 00 - Quality Requirements.
01 41 00 - Regulatory Requirements.
01 45 23 - Testing and Inspecting Services.
01 50 00 - Temporary Facilities and Controls.
01 51 00 - Temporary Utilities.
01 52 13 - Field Offices and Sheds.
01 57 19 - Temporary Environmental Controls.
01 60 00 - Product Requirements.
01 70 00 - Execution and Closeout Requirements.
01 74 19 - Construction Waste Management and Disposal.
01 78 00 - Closeout Submittals.
01 78 29 - Final Site Survey(Addendum No. 1)
01 79 00 - Demonstration and Training.
01 91 00 - Commissioning General Requirements.

VOLUME 2 OF 3

00 01 01 - Project Title Page.
00 01 07 - Seals Page.
00 01 10 - Table of Contents.
00 01 15 - List of Drawing Sheets.

DIVISION 02 -- EXISTING CONDITIONS

02 28 20 - Asbestos Abatement.
02 41 00 - Demolition.

DIVISION 03 -- CONCRETE

03 30 00 - Cast-in-Place Concrete.
03 45 00 - Precast Architectural Concrete.
03 54 00 - Concrete Toppings.

DIVISION 04 -- MASONRY

04 00 01 - Masonry Filed Sub-Bid Summary.
04 01 00 - Maintenance of Masonry.
04 20 00 - Unit Masonry.
04 26 16 - Adhered Masonry Veneer.

DIVISION 05 -- METALS

05 00 01 - Miscellaneous Metals Filed Sub-Bid Summary.

- 05 31 00 - Steel Decking.
- 05 40 00 - Cold-Formed Metal Framing.
- 05 50 00 - Metal Fabrications.
- 05 51 00 - Metal Stairs.
- 05 52 13 - Pipe and Tube Railings.

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- 06 10 00 - Rough Carpentry.
- 06 20 00 - Finish Carpentry.
- 06 41 00 - Architectural Wood Casework.

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 00 01 - Waterproofing, Dampproofing, and Caulking Filed Sub-Bid Summary.
- 07 00 02 - Roofing and Flashing Filed Sub-Bid Summary.
- 07 13 00 - Sheet Waterproofing.
- 07 21 00 - Thermal Insulation.
- 07 21 19 - Foamed-In-Place Insulation.
- 07 27 00 - Vapor Retarder / Air Infiltration Barriers.
- 07 53 00 - Elastomeric Membrane Roofing.
- 07 62 00 - Sheet Metal Flashing and Trim.
- 07 84 00 - Firestopping.
- 07 91 00 - Preformed Joint Seals.
- 07 92 00 - Joint Sealants.

DIVISION 08 -- OPENINGS

- 08 00 01 - Metal Windows Filed Sub-Bid Summary.
- 08 00 02 - Glass and Glazing Filed Sub-Bid Summary.
- 08 11 13 - Hollow Metal Doors and Frames.
- 08 14 16 - Flush Wood Doors.
- 08 31 00 - Access Doors and Panels.
- 08 36 13 - Sectional Doors.
- 08 41 26 - All-Glass Entrances and Storefronts.
- 08 43 13 - Aluminum-Framed Storefronts.
- 08 44 13 - Glazed Aluminum Curtain Walls.
- 08 52 00 - Wood Windows.
- 08 71 00 - Door Hardware.
- 08 80 00 - Glazing.
- 08 91 00 - Louvers.

DIVISION 09 -- FINISHES

- 09 00 02 - Tile Filed Sub-Bid Summary.
- 09 00 03 - Acoustic Ceilings Filed Sub-Bid Summary.
- 09 00 05 - Resilient Flooring Filed Sub-Bid Summary.
- 09 00 07 - Painting Filed Sub-Bid Summary.
- 09 21 16 - Gypsum Board Assemblies.
- 09 30 00 - Tiling.

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Addendum No. 6*

09 51 00 - Acoustical Ceilings.
09 65 00 - Resilient Flooring.
09 68 13 - Tile Carpeting.
09 72 00 - Wall Coverings.
09 91 13 - Exterior Painting.
09 91 23 - Interior Painting.

DIVISION 10 -- SPECIALTIES

10 14 23 - General Signage.
10 21 13.19 - Plastic Toilet Compartments.
10 26 00 - Wall Protection.
10 28 00 - Toilet, Bath, and Laundry Accessories.
10 43 00 - Emergency Aid Specialties.
10 44 00 - Fire Protection Specialties.
10 75 00 - Flagpole.

DIVISION 11 -- EQUIPMENT (NOT USED)

DIVISION 12 -- FURNISHINGS

12 24 00 - Window Shades.
12 36 00 - Countertops.

DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 -- CONVEYING EQUIPMENT

14 00 01 - Elevators Filed Sub-Bid Summary.
14 21 00 - Electric Traction Elevators.

VOLUME 3 OF 3

00 01 01 - Project Title Page.
00 01 07 - Seals Page.
00 01 10 - Table of Contents.
00 01 15 - List of Drawing Sheets.

DIVISION 21 -- FIRE SUPPRESSION

21 00 01 - Fire Protection Filed Sub-Bid Summary.
21 00 10 - Fire Protection.

DIVISION 22 -- PLUMBING

22 00 01 - Plumbing Filed Sub-Bid Summary.
22 00 10 - Plumbing.

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 00 01 - HVAC Filed Sub-Bid Summary.
23 00 10 - Heating, Ventilating & Air-Conditioning (HVAC).
23 05 48 - Vibration Control.

DIVISION 25 -- INTEGRATED AUTOMATION (NOT USED)**DIVISION 26 -- ELECTRICAL**

26 00 01 - Electrical Filed Sub-Bid Summary.
26 00 10 - Electrical.

DIVISION 27 -- COMMUNICATIONS

27 00 00 - Technology.

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)**DIVISION 31 -- EARTHWORK**

31 10 00 - Site Clearing.

31 20 00 - Earthwork (Addendum No. 6)**31 20 01 - Management and Disposition of Excavated Materials (Addendum No. 6)**

31 25 00 - Erosion and Sedimentation Controls.

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 12 16 - Asphalt Paving.

32 13 13 - Concrete Paving.

32 14 00 - Unit Pavers.

32 17 23 - Pavement Markings.

32 31 13 - Fences and Gates.

32 91 00 - Soil Preparation and Mixes.

32 92 00 - Lawns and Grasses.

32 93 00 - Landscape Planting.

DIVISION 33 -- UTILITIES

33 10 00 - Water Utilities.

33 30 00 - Sanitary Sewerage Utilities.

33 40 00 - Storm Drainage Utilities.

END OF SECTION

ADDENDUM



Addendum No.: **1**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**

Addendum Date: **October 4, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (12) pages and the following attachments:

DOCUMENTS:

- Section 01 78 29 – Final Site Survey
- Section 10 75 00 – Flagpoles
- Section 32 14 00 – Unit Pavers
- Section 32 31 13 – Fences and Gates
- Section 32 92 00 – Lawns and Grasses
- Section 32 93 00 – Landscape Planting

DRAWING SHEETS:

- C5.00 – SITE UTILITY PLAN
- C6.01 – CIVIL DETAILS I
- C6.02 – CIVIL DETAILS II
- AD3.10 – DEMOLITION PLAN - ROOF

SKETCHES:

- | | | | | | | | |
|---------|--------|--------|--------|--------|--------|--------|--------|
| AD1-S1 | AD1-A1 | AD1-A2 | AD1-A3 | AD1-A4 | AD1-A5 | AD1-A6 | AD1-A7 |
| AD1-FP1 | AD1-P1 | AD1-E1 | AD1-E2 | AD1-E3 | AD1-E4 | AD1-E5 | AD1-E6 |

ITEM	REFERENCE
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GENERAL: NO ITEMS

PROJECT MANUAL:

AD1.02.01 Section 00 01 10 – TABLE OF CONTENTS: At each copy of the section in each volume of the project manual, add an entry to read "Section 01 78 29 - Final Site Survey" at page 2 after the entry for "Section 01 78 00 – Closeout Submittals".

ADDENDUM

Addendum No.: **2**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**

Addendum Date: **October 11, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (21) pages and the following attachments:

DOCUMENTS:

Sign-in Sheet from October 8, 2024 Pre-Bid Walkthrough

DRAWING SHEETS:

P1.00 – Basement Plan – Plumbing

E0.03 – Electrical Site Plan

SKETCHES:

AD2-A1

ITEM	REFERENCE
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GENERAL:

- | | |
|-----------|--|
| AD2.01.01 | A copy of the sign-in sheet for the site walkthrough on October 8 is attached. |
| AD2.01.02 | At Sketch AD1-FP1 issued in Addendum 1, revise the note that reads "2" FIRE SERVICE BY DIV. 21" to read "6" FIRE SERVICE BY DIV 21". |

PROJECT MANUAL

- | | |
|-----------|--|
| AD2.02.01 | Section 01 10 00 – Summary: Revise paragraph 1.10-D-1 that reads "Limit conduct of especially noisy, malodorous, and / or dusty exterior work to the hours of 8AM to 5 PM, Monday through Friday only" to read " Limit work at the site to between the hours of 6 AM and 3 PM Monday through Friday only. Interior or exterior noise-generating activities, including but not limited to operation of large trucks, generators, compressors, or construction equipment shall not occur before 7 AM." |
| AD2.02.02 | Section 02 41 00 – Demolition: Make the following revisions: <ul style="list-style-type: none"> A. Delete paragraph 1.01-B that reads "Division of Responsibilities for General Demolition:" and related subparagraph 1. |

ADDENDUM

Addendum No.: **3**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**
 Addendum Date: **October 15, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (9) pages and the following attachments:

DOCUMENTS:

Section 00 43 01.80 – Masonry Filed Sub-Bidder’s Statement of Qualifications

Section 00 43 22 – Unit Prices Form

SKETCHES:

AD3-S1 AD3-M1

DRAWING SHEETS:

C5.00

FP1.00

P1.00

ITEM	REFERENCE
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GENERAL:

- AD3.01.01. At Addendum #1, delete item AD1.02.30 that reads “Section 22 00 10 – Plumbing: Make the following revisions:” and related subparagraphs in their entirety.
- AD3.01.02. At Addendum #2, revise the Answer to Item 2.10.05 that reads “Furnishing and installation of metal roof decking is not identified as the scope of the Miscellaneous Metals Filed Sub Bid. The filed sub bid contractor shall furnish and install the continuous metal deck support angles at the perimeter of the roof as seen in the drawings” to read “Furnishing and installation of metal roof decking is not identified as the scope of the Miscellaneous Metals Filed Sub Bid. The Miscellaneous Metals filed sub bid contractor shall furnish and install the continuous metal deck support angles at the perimeter of the roof as seen in the drawings.”
- AD3.01.03. At Addendum #2, make the following revisions:
- A. Revise the answer to item 2.10.08 to delete the duplicate instance of the text “ANSWER:”

ADDENDUM

Addendum No.: **4**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**

Addendum Date: **October 16, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (2) pages and the following attachments:

DOCUMENTS: None

DRAWING SHEETS: None

SKETCHES: None

ITEM	REFERENCE
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GENERAL:

AD1.01.01	At Addendum 3, revise the ANSWER to item 3.01.04 that reads "Underground dedicated 6-inch fire service piping, including 6" x 8" tapping sleeve, 6" gate valve and curb box, shall be provided by Division 21 as indicated" to read "Underground dedicated 6-inch fire service piping, and connection to piping at property line shall be provided by Division 21 as indicated."
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CIVIL / LANDSCAPE / TRAFFIC:

AD1.02.01	No items
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STRUCTURAL:

AD1.03.01	No Items
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ARCHITECTURAL:

AD1.04.01	No items
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FIRE PROTECTION:

AD1.05.01	At drawing FP1.00 – Basement Level – Fire Protection which was reissued in Addendum 3, revise the note that reads "CONCRETE THRUST BLOCK TYPICAL" to add the words "BY DIV 21"
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PLUMBING:

AD1.06.01	No items
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ADDENDUM



Addendum No.: **5**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**

Addendum Date: **October 23, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (3) pages and the following attachments:

DOCUMENTS:

- Filed Sub-Bid Tabulation
- Hazardous Materials Survey and Report

DRAWING SHEETS: None

SKETCHES: None

ITEM	REFERENCE
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GENERAL:

AD5.01.01.	Filed Sub Bids have been reviewed and the tabulation of Filed Sub Bids is attached to this addendum, for General Contract Bidders' use.
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PROJECT MANUAL:

- | | |
|------------|--|
| AD5.02.01. | Section 00 31 00 – Available Project Information: Make the following revisions:
A. Add new subparagraph 1.01-A-5 with subparagraph to read as follows:
1. "5. Hazardous Materials Survey and Report, entitled "Final Report for Hazardous Materials Determination Inspection at 30 Freeman Street" updated August 22, 2024.
a. A copy of the full report, consisting of 24 pages follows this section." |
| AD5.02.02. | Section 05 40 00 – Cold Formed Metal Framing: revise paragraph 2.02-B-2-b that reads "Seismic Design Category: ____." To read "Seismic Design Category: As indicated in Structural drawings." |
| AD5.02.03. | Section 08 36 13 – Sectional Doors: Revise paragraph 1.04-B-3 that reads "Samples: Two panel finish samples, ___ by ___ inch in size, illustrating color and finish" to read "Samples: Two panel finish samples, 6 by 6 inch in size, illustrating color and finish." |

ADDENDUM

Addendum No.: **6**

Project Name: **Stoughton Fire Headquarters and Public Health**
 Project Location: **30 Freeman Street, Stoughton MA**
 Project Number: **19-0796**

Addendum Date: **October 30, 2024**

All Contractors submitting proposals for the above project shall take note of the following changes, additions, interpretations, etc., of the drawings and specifications, and all such shall become part of the Contract.

Receipt of this Addendum shall be noted on the Form of Bid.

This Addendum consists of (5) pages and the following attachments:

DOCUMENTS:

Document 00 31 00.50 - Preliminary Geotechnical Summary – Technical Memorandum

Section 00 43 22- Unit Prices Form

Section 31 20 00 – Earthwork

Section 31 20 01 – Management and Disposition of Excavated Material

DRAWING SHEETS: None

SKETCHES: None

ITEM	REFERENCE
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GENERAL:

- | | |
|------------|---|
| AD5.01.01. | Section 00 43 02: Unit Prices Form: Replace the copy of the form provided in Addendum 3 with the copy attached to this Addendum and submit the attached version with the General Bids; it includes has additional unit prices relevant to non-Filed Sub-Bid scope. |
| AD5.01.02. | Bidders are advised that during the geotechnical investigation (refer to attached Document 00 31 00.50 "Preliminary Geotechnical Summary – Technical Memorandum"), at the location of Boring #LB-101, the drill hit an active undocumented 4" water main service that passes below the 1970 era addition in east-west orientation approximately 9 feet below the floor level. As part of this project, the contractor shall maintain and protect that pipe until confirmation of the destination of the pipe is confirmed, and a determination is made that the pipe can be capped. Capping the pipe will require service to the Freeman Street neighborhood be interrupted; the contractor shall coordinate, schedule, and provide notice of any required service interruptions as required by the specifications and the Owner. |

**SECTION 00 43 22
UNIT PRICES FORM**

SECTION REISSUED IN ITS ENTIRETY IN ADDENDUM NO. 6

Stoughton Fire Headquarters and Public Health

Architect's Project Number: 19-0796

The following is the list of Unit Prices referenced in the bid submitted by:

(Name of Bidder or Filed Sub-Bidder): Page Building Construction

TO (Awarding Authority / Owner): Town of Stoughton

DATE: 11/1/2024

The following are unit prices for specific portions of unforeseen work as listed, and are applicable to the authorized variations of scope or quantity of materials indicated in or readily interpreted as required by the Contract Documents:
(General Bidders shall include unit prices provided by selected Filed Sub-Bidders for unit prices associated with the Filed Sub-Bid categories, and indicate unit prices for scope not assigned to Filed Sub Bid categories)

UNIT PRICES LIST

ITEM	DESCRIPTION	ADD
Installation of Blocking Between Floor / Roof Beams and Existing Masonry Wall	Installation of new 2x wood framing where existing wood beams are not immediately adjacent to existing masonry walls, to facilitate seismic clipping of walls to wood framing and floor/roof assembly as indicated in Detail 3 on Sheet S3.01. Price per board-foot of length of 2x framing.	\$ 35.00
Beam End Reinforcement at Concrete Beam	Reinforcement of existing wood floor beams where beams bear on concrete encased beam at south wall of apparatus bay, where beams show deterioration. Work to be completed as indicated in Detail #1 on Sheet S3.01, with reinforcement added to each side of beam. Masonry cutting and removal shall be by the Masonry Filed Sub-Bid Contractor; steel reinforcement by the Miscellaneous Metals Filed Sub-Bid Contractor, as indicated. Price per each beam end location requiring reinforcement.	\$ 3,450.00
Beam End Reinforcement at Masonry Walls	Reinforcement of existing wood floor and roof beams at beam pockets where beams show deterioration. Work to be completed as indicated in Detail #1 on Sheet S3.01, with reinforcement added to each side of beam. Masonry cutting and removal shall be by Masonry Filed Sub-Bid Contractor; steel reinforcement by the Misc Metals Filed Sub-Bid Contractor as indicated. Price per each beam end location requiring reinforcement.	\$ 3,450.00

ITEM	DESCRIPTION	ADD
Brick Repointing	Surface repointing of mortar to 3/4 inch depth, in variation from the repointing scope shown in the Construction Documents; include removal of wall-mounted items covering repair area, such as signs, conduits, or other objects, installation of new mortar to match existing in maximum 1/4 inch lifts, and reinstallation of any wall-mounted items removed. Price per square foot of building facade area.	\$ 65.00
Brick Replacement	Removal and replacement of existing face brick with new face brick as specified to match existing brick; in variation from the brick replacement scope shown in the Construction Documents. Include removal of wall-mounted items covering repair area, such as signs, abandoned conduits, piping, or other utilities not removed by others, removal of damaged brick and adjacent brick as necessary to complete repairs. Where inner wythes of brick are exposed during demolition, include repointing deteriorated mortar joints per Brick Repointing unit price (itemized separately), and replace damaged bricks at inner wythes as described in this unit price (itemized per wythe). Include installaton new brick or face brick to match existing in place of all removed brick. Include toothing-in all new brick to existing brick, and include helical bar horizontal joint reinforcement at maximum 12 inch spacing vertically. Reinstall wall-mounted items. Price per square foot of building facade arean per each wythe of depth.	\$ 345.00
Lintel Replacement at Inner Wythes	Removal and replacement of existing brick and steel lintels at inner wythes at heads of masonry openings, unforeseen and in variation from the scope shown in the Construction Documents. Include temporary shoring and support of masonry above the opening and lintel courses, removal of brick courses above opening to the height needed to access and replace the lintel, furnishing of new galvanized steel angle loose lintel by Miscellaneous Metals Filed Sub-Bid Contractor, and installation of new lintel by Masonry Filed Sub-Bid Contractor. Install new brick to match existing for all brick removed, mortared solid with adjacent wythes, toothed-in to existing brick at each jamb. Include a minimum of 24 inch length of crack repair at each end of lintel, including placement of a minimum of four helical reinforcement bars per opening and repointing of joints to facilitate bar installation. Install new brick to match existing, to replace all removed brick. All masonry work by Masonry Filed Sub-Bid Contractor. Prepare, prime, and paint all exposed portions of galvanized steel lintels; painting by Painting Filed Sub-Bid Contractor. Price per window location up to 7 feet in width.	\$ 4,570

ITEM	DESCRIPTION	ADD
Moderate Brick Displacement Repair	<p>Repair / stabilization of out-of-plane brick at face wythes, where brick is less than 1/2 inch out of plane in variation from the scope indicated in the drawings. Repair area shall include minimum 20 inches to each side of vertical cracks and 12 inches minimum above and below the extent of cracks. Cut horizontal mortar joints to a depth of 1-1/2 inch at every third course, minimum 20 inches to each side of all vertical cracks. Set longitudinal stainless steel helical bars in grout in all cut slots, compressing grout around the helical bar. Once tooled, grout shall be recessed 3/4 inch from face of brick. Point outer portion of slots with mortar to match existing, in maximum 1/4 inch lifts. Where occurring at corners, helical bars shall be bent to extend continuously around the corner. Install transverse stainless steel helical ties through the wall thickness at mortar joints to anchor outer wythe of brick to inner wythes. Bar ends shall be inset minimum 3/4 inch from exposed face of brick. Provide two columns of ties to each side of crack, spaced 10 inches apart horizontally and 8 inches on center vertically; offset one course from logitudinal bars. Repoint remainder of mortar joints within repair area as part of this unit price.</p> <p>Price per square foot of repair area.</p>	<p>\$ <u>460.00</u></p>
Replacement of existing wood decking boards	<p>Removal of existing wood floor or roof decking boards, to match thickness of existing boards of up to 2 inch thickness, and existing profile (verify in field), and complete installation of new decking to match existing as specified and indicated in drawings.</p> <p>Price per square foot of area.</p>	<p>\$ <u>60.00</u></p>
Replacement of existing plywood roof decking	<p>Removal of existing plywood sheathing at roof applied over roof deck boards, and complete installation with new structural tongue and groove plywood sheathing to match thickness of existing, up to 3/4 inch thick, with fastening to meet wind loads as indicated on Structural Drawings.</p> <p>Price per square foot of roof area.</p>	<p>\$ <u>60.00</u></p>
Additional electrical outlet with breaker	<p>Furnish and Install one 20 amp duplex or quad power outlet, and dedicated 20 amp dedicated breaker in distribution panel. Include junction box and up to 100 feet of conductor and required conduits.</p> <p>Price per each new outlet location not indicated in Construction Documents.</p>	<p>\$ <u>1,220.00</u></p>
Additional electrical outlet	<p>Furnish and Install one 20 amp duplex power outlet on circuit shared with other outlets. Include junction box and up to 25 feet of conductor and required conduits for extension of circuit wiring from nearby outlets.</p> <p>Price per each new outlet location not indicated in Construction Documents.</p>	<p>\$ <u>545.00</u></p>
Additional voice / data outlet	<p>Furnish and Install one single or dual data drop or voice/data drop. Include junction box, up to 100 feet of data cable as specified for data network in conduits as specified, and complete termination of wiring at patch panel and integration with voice/data system.</p> <p>Price per unit per location not indicated in Construction Documents</p>	<p>\$ <u>995.00</u></p>
Offsite disposal of unregulated fill material	<p>Off-site disposal of material characterized as unregulated, characterized by naturally deposited soil exhibiting concentrations of the various chemical testing</p>	<p>\$ <u>20.00</u></p>

ITEM	DESCRIPTION	ADD
	<p>parameters which are below the RCS-1 soil standards as defined by the Massachusetts Contingency Plan found at 310 CMR 40.0975(6)(a) Table 2 and below the DEP defined naturally occurring background levels for all of the compounds analyzed.</p> <p>Price per cubic yard of material measured in place, including transportation and soils testing required by receiving facility.</p>	
Off-site disposal of <RCS-1 material	<p>Off-site disposal of material characterized as unregulated, characterized by naturally deposited soil exhibiting concentrations of the various chemical testing parameters which are below the RCS-1 soil standards as defined by the Massachusetts Contingency Plan found at 310 CMR 40.0975(6)(a) Table 2 and below the DEP defined naturally occurring background levels for all of the compounds analyzed.</p> <p>Price per cubic yard of material measured in place, including transportation and soils testing required by receiving facility.</p>	\$ 85.00
Off-site disposal of <RCS-2 material	<p>Off-site disposal of material characterized as less than RCS-2: Material classified as Less Than RCS-2 is characterized by concentrations of the various chemical parameters analyzed below the RCS-2 soil standards as defined by the MCP and above the DEP defined background levels for natural soils but below the DEP defined background levels for urban fill environments, for all of the compounds analyzed.</p> <p>Price per cubic yard of material measured in place, including transportation and soils testing required by receiving facility.</p>	\$ 125.00

NOTES

- (1) Measurements which describe depth of excavation or structures shall mean depth below existing grades encountered prior to the start of an identified unit price scope of work.
- (2) Submitted unit prices shall reflect the total cost for each unit item described, including overhead and profit. Deductions based on unit prices shall not include deductions in overhead and profit. Therefore, unit price deductions will be calculated as 90 percent of the submitted unit price.
- (3) Where no value is indicated or "N/A" is stated, there is zero cost for the work described relative to this subcontractor's or Filed Sub-Bid Contractor's scope of work.

