

for posting on Newton CPC website,
architect's amended scope of work
& contractor's bid are attached

 **AIA** Document A101™ – 2007

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

AGREEMENT made as of the 27th day of December
in the year 2011
(In words, indicate day, month and year.)

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

CAN-DO Inc
1075 Washington Street
Newton, MA 02465

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

David Fitzsimmons, President & Owner
86 Albert Road
Newton, MA 02466

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

Park House (61 Pearl Street)
61 Pearl Street, Newton MA 02458

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

Terence G. Heinlein
1 Aberdeen Road
Weston, MA

The Owner and Contractor agree as follows.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Six Months (180) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
Demolition Interior	February 28, 2012
Electrical	March 30, 2012
Plumbing, Interior	March 30, 2012
Interior Framing	March 30, 2012
Interior Finish	May 30, 2012
Exterior Work	May 30, 2012

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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

Two Hundred Ninety One Thousand Four Hundred Eighty Four Dollars
 (\$ 291,484.00), subject to additions and deductions as provided in the Contract Documents. *-NONE*

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Discovery, Shed and Fence	9000.00

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 is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (21) 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

When 50% of the Work is complete and or Materials are received and stored, the retainage shall be reduced to 7.5%

When 75% of the Work is complete and or Materials are received and stored, the retainage shall be reduced to 5%

§ 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 Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

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§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

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

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§ 8.6 Other provisions:

Contractor to provide copy of renewal of insurance prior to expiration of current policy.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Accepted Proposal is to be considered an attachment to this contract and lists Drawings and Conditions as part of Proposal, they include Architect's Drawings provided to Fitzsimmons Contracting and listed in Proposal. Bid Form Categories and totals are to be used as amounts in applications for payment.

Work not being performed is the reonovation of 2nd floor kitchen and the installation of fire shutters.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Included in Proposal which is an attachment to this contract

Number	Title	Date
A1-A4 A6-A14		11/15 all Drawings
E1-E3		
CI & XCI		
MP1-MP3		
MX1-MX4		
X1-X9		

§ 9.1.6 The Addenda, if any:

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Copy of Contractors Liability and Worker's Compensation Insurance with Selective and Liberty Mutual.

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

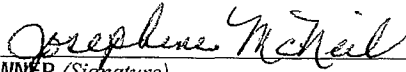
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

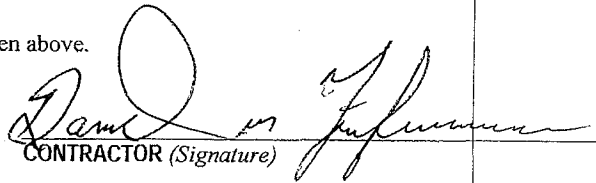
Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Excavation, will provide prior to work

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


OWNER (Signature)


CONTRACTOR (Signature)

Josephine McNeil
(Printed name and title)

David Fitzsimmons
(Printed name and title)

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December 23, 2011

Ms. Josephine McNeil, Executive Director
Citizens For Affordable Housing in Newton Development Organization, Inc.
1075 Washington St.
Newton, MA

Re: Bid Review and Recommendation to Contract for Construction, 61 Pearl St. Renovations

Dear Josephine:

After originally soliciting bids from four general contractors for the above project that included Derba Construction, Fitzsimmons Contracting, Mariner Construction, and Christopher Quinn LLC, I am in receipt of three bids. Note that Mariner Construction did not submit a bid.

Alice,
Ask if full bidders' ID and prices should be included or omitted from web version, since this was not a City/ public bidding process.

The proposals are close in price for comparable scope. After review of all, my recommendation is that Fitzsimmons Contracting be awarded the contract for the renovations and additions to 61 Pearl St. This proposal is well documented, contains backup material supporting the costs of the scope of the work, includes permit fees, and itemizes new work resulting from the deleading completed to date. It clearly includes all of the scope of work described in the contract drawings.

If you have any questions, please contact me.

Sincerely,


Terrence G. Heinlein AIA

* deleted from scope of work in contract documents

Scope of work is as follows:

1. General: conversion of existing four family dwelling that includes a three story main house and an attached two story rear unit into three two bedroom housing units. The existing ground floor unit in the main house will be extended into the first level of the existing two story rear unit, and be renovated to provide a fully accessible barrier free unit. The main house second floor unit will be extended through to the second floor of the existing second floor of the rear unit, creating a two bedroom unit and the third level in the main house will remain as an existing two bedroom unit.
2. New exterior work includes the construction of accessible ramps to the main entry of the house and at the rear exit of the house, serving the accessible unit. Reconstruction of the existing porch deck and rails to raise its deck to meet accessible requirements, new columns, relocation of the front entry door, removal of existing concrete stairs, regrading and repaving of the existing parking area to provide for five places and one accessible parking space, removal of existing exterior windows and side entry doors, patching of exterior foundation openings and filled or new window openings, reroofing the existing front porch roof, reinforcing the existing exterior frame egress stair, adding a roof cricket to divert water to new gutters and downspouts, and adding fire shutters at windows opening toward the egress stair are included. Exterior painting and siding patching are included.
3. The new interior work includes new flooring at the common halls, new accessible door openings at the first floor unit, new kitchens and baths at the first and second floor units, new openings connecting the first floor of the main house to the first floor of the existing attached unit, refinishing and insulating walls, floors, and ceilings of that attached unit to provide for an accessible bedroom, bath, and laundry area; the existing first floor bath shall be removed and the original bearing wall and stair wall at the first floor shall be reconstructed. Second floor work includes removal of an existing bath, and construction of a new bath and storage near the existing bedroom at the attached unit, and refinishing of floors, walls, and ceilings. All new and existing wall and ceiling surfaces at the first, second and third floor units shall be repainted. Note the existing stair at the two story unit shall be removed, the floor opening framed, filled, and finished, and that existing basement piers shall be reconstructed and/or pointed. A new column at the basement and first floor framing to reinforce the existing shall be provided.
4. Mechanical and electrical work include the removal of one boiler, one gas meter, and one electric meter. A new electric wall heater at the first floor entry replaces an existing cast iron radiator to provide accessible turning radius at the first floor common space. New baseboard units at the first and second floor units shall be separately zoned and connected to the existing dedicated boilers for each floor. New supply and waste piping to new bathrooms and kitchens, and new electrical power and lighting devices at the renovated and repartitioned areas are included in the scope of work.
5. Engineered lumber for new framing elements, recycled materials for the exterior ramps and stair decking surfaces, linoleum flooring, ceramic flooring, low VOC paints, low water usage fixtures, energy star appliances, and cabinets without toxic adhesives are among the "green" elements of the scope of work.

Fitzsimmons Contracting
126 Main Street
Watertown, MA 02472

CAN-DO
Citizens for Affordable Housing in Newton Development Organization Inc.
1075 Washington Street, Newton, MA 02465

BID for: RENOVIATION PROJECT at 61 PEARL STREET (Newton MA 02458)

PROJECT SUMMARY

To convert existing units into three two bedroom unit, with unit one being handicapped accessible, and to make renovations and repairs as outlined in Architectural Drawings provided by Terence G. Heinlein.

Contract Duration

The contract shall commence upon its acceptance by the parties and shall remain in effect until work is complete.

Contractor Responsibilities

"The General Contractor" – Fitzsimmons Contracting, Owner David Fitzsimmons

The General Contractor agrees to provide as needed all necessary labor, equipment, materials and supplies as determined appropriate for the conditions by the Contractor and/or the Company to expeditiously and efficiently maintain the property.

The General Contractor shall maintain all licenses and updated training to be able to perform all duties and meet all requirements of contract.

The Contractor shall familiarize himself with the property and how the existing conditions will affect his work. He shall promptly notify owner/customer of any adverse condition that may affect the performance of his work.

Work Requiring Subcontractors

1. Fitzsimmons contracting is responsible for all work done by subcontractors it hires.
2. Fitzsimmons Contracting will oversee all work performed by subcontractors.
3. All subcontractors will be licensed and insured.
4. All Local, State, and Federal Labor Laws and Hiring Laws shall be Observed.

BID COMPONENTS:

- 1: This cover letter -Page 1
- 2: General Conditions –Page 2
- 3: Bid Form and Categorized Work and Totals –Page 3
- 4: Bid Form Outline of Work Categories -Pages 4 & 5
- 5: Architectural Drawings Reference -Page 6
- 6: Conditions and Digression from Drawings –Page 6
- 7: Bid Acceptance (Signature) Page
- 8: Additional changes and clarifications –Page 7
9. Copy of Licenses –Page 8
10. Copy of Certificate of Insurance –Page 9
11. Architectural Drawings referenced above (not enclosed with bid)

We appreciate the opportunity to bid on this project.

Sincerely,

Dave Fitzsimmons

BID FORM – 61 Pearl Street Project

1	Demolition		14,000
2	Paving		21,000
3	Masonry		24,500
4	Repairs Exterior (Gutters/Roof/Siding)		11,000
5	Repairs Rough Interior Carpentry		28,400
6	Repairs Finish Interior Carpentry		32,440
7	Exterior Structures (Deck/Porch/Ramps)		14,000
8	Electrical		12,000
9	Plumbing		16,800
10	Floors-Hardwood, Linoleum		6,200
11	Insulation		900
12	Painting- Walls and most trim		11,600
13	Windows and Doors		2,400
14	Landscaping		3,000
15	Sanitary/Water Line		11,000
16	Kitchen 1		6,500
17	Back Ramp		9,000
18	Allowances Discovery & Extras	<i>Contingency</i>	8,000
	Subtotal 1		232,740
	General Conditions	14%	32,584
	Overhead and Profit	10%	23,274
	Subtotal 2		288,598
	Permits, City of Newton	1%	2,886
	TOTAL		291,484

19	Deleading Related Work		21,500
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General Conditions: the General Contractor will:

- A** Provide supervision and coordination by a Massachusetts' licensed professional contractor of all work described in the contract documents, provide coordination of work to be performed under separate contract by others (such as lead abatement), and ensure that work is performed in an orderly, safe and workmanshiplike manner;
- B** Take delivery of all stock, materials and equipment necessary to perform the work, maintain the site throughout construction operations in an orderly and safe manner;
- C** Acquire all necessary construction permits, arrange for and fulfill inspections required by the City of Newton to achieve certificates of occupancy and final completion;
- D** Comply with any and all applicable state building codes and local ordinances governing the work, throughout construction to final completion;
- E** Properly remove and dispose of all waste materials due to demolition and construction operations, and engage in careful management of construction waste materials;
- F** Miscellaneous Equipment; Port-a-John shall be on site, workers shall be prohibited from using property bathrooms
- G** Provide temporary protection from construction operations and painting for adjacent surfaces and finishes to be retained on the grounds and within the unit(s), especially plantings, finish floors and woodwork;
- H** Take all reasonable precautions to protect adjacent property from damage due to construction operations, both adjacent private property as well as elements of the existing building and grounds which are in place and scheduled to remain. In the event that adjacent property is damaged during construction operations, repair and / or replace such property at no cost to the owner
- I** Guarantee all work for a period of one year from final completion;
- J** Install all building materials, fixtures, appliances and finishes in such a manner so as to be in full compliance with maufacturer's warranty requirements and ensure that their respective material warrantees are fully binding.
- K** Provide Certificate of Insurance current general liability and workers' compensation policies in effect.
- L** Provide written change orders for any work that is considered to be in addition to the agreed workscope for owner's signature prior to constructing such work
- M** Provide submittals and/or samples for approval of new items requiring installation
Such as tile selections and paint colors.
- N** Provide final cleaning and turnover of all warranties, manuals, and extra stock.

Bid Form Details

All Work is to be performed in accordance with Architectural Drawings referenced in this bid and all materials are those specified by architect where applicable.

Where required and where able, environmentally friendly materials will be used.

1. **Demolition-** As indicated, Includes drop ceiling
2. **Paving-** Excavation of approximately 2' of material to be replaced with 1 foot of sand, 6 inches of ¾" stone and 4 inches of Porous Paving where indicated, approximately 2500 Square Feet.
3. **Masonry-** As indicated in drawings. Includes repointing and flashing at chimney. If we install back ramp, \$5000 of that cost is Masonry.
4. **Repairs Exterior-** Cricket in roof, siding repairs where doors and windows (re)moved, new downspouts and extensions. Add flashing to new membrane roof on front porch.
5. **Repairs Rough Interior-** Includes plastering, blue board, framing throughout, and straitening floor in handicapped bedroom.
6. **Repairs Finish-** All finished repairs and installation, includes windows and doors, excludes floors Includes shower stall Model LCS6333A75B
7. **Exterior Structures-** Deck, new ramp(s), and porch. Includes Brosco handicapped secondary railing. To be "green" materials where possible, including Trex boards for ramps and porch
8. **Electrical-** As indicated, fixtures to be provided by Owner
9. **Plumbing-** As indicated
10. **Floors-** We will repair existing hardwood floor in second floor bedroom for unit 2 that is currently part of unit 4. Install hardwood where stairwell removed. Sand floors where needed and 1 coat gloss, 2 coats satin finish on hardwood floors. Install linoleum and repair floors
11. **Insulation-** Fill new voids with Batts insulation and insulate all new windows and doors.
12. **Painting-** 1 coat primer and 2 coats Benjamin Moore eggshell finish on walls and Semi-gloss white on trim, wall color(s) to be determined. Staining or painting of new structures and deck, painting of front porch.
13. **Windows and Doors-** per window schedule, priced Oak front door (door specified comes in fir and oak).
14. **Landscaping-** as Indicated
15. **Sanitary/Water line-** Price based on water line installed in same place as old, otherwise engineering plan needed. Newton Bonded Excavator
16. **Kitchen 1-** Architect set amount and has preferred provider

Bid Form Details (Cont.)

17. Back Ramp- Price includes Masonry components and Brosco handicapped secondary railing

18. Allowances Extras & Discovery- Any conditions encountered that need to be addressed, Fence and Shed

19. Deleading Related Work- \$21,500

New Front Door and Sidelights w install, Demo and Painting	\$ 3,100
Window wall repair back of house, stairs, plaster where sanded	\$ 2,000
Columns and railings for porch, demo replace	\$ 4,600
Painting exterior porch, Trim interior wall where deleading	<u>\$ 7,500</u>
	\$ 17,200
Permits, GC and O&P (25%) an additional	<u>\$ 4,300</u>
TOTAL Deleading costs	\$ 21,500

Fitzsimmons Contracting will make any and all accommodations possible to better serve the needs and interests of the Owner and all other concerned parties. Items are detailed as clarifications and reference points. Any omissions are unintentional and where such are present, the Architectural Drawings will be the reference point for Work.

General Conditions- Our General Conditions percentage is 14% rather than the customary 19% to accommodate this CAN-DO as a nonprofit organization.

Permits- Does not include permits for installing new sanitary line which will be procured by our excavator who is bonded with the City of Newton.

ARCHITECTURAL DRAWINGS

Fitzsimmons Contracting used the architectural drawings provided by Terence G. Heinlein as the Scope of Work with which to formulate this proposal. We also consulted the same with questions and received verbal clarifications.

The Architectural Drawings referenced as part of this bid (and can be provided if requested) are:

A-1 to A4, A6 to A14 dated 11/15/11 by Terence G. Heinlein

E-1 to E-3 dated 11/15/11 by Terence G. Heinlein

C-1 and XC-1 dated 11/15/2011 by Terence G. Heinlein

S-1 and S-2 dated 11/15/2011 by Terence G. Heinlein

MP-1 to MP-3 dated 11/15/2011 by Terence G. Heinlein

MX-1 to MX-4 dated 11/15/2011 by Terence G. Heinlein

X-1 to X-9 dated 11/15/2011 by Terence G. Heinlein

Drawings show a shed, we do not have details but will provide.

We are straitening floor in handicapped bedroom with new hardwood, using old wood for patching throughout if possible.

Drawings are not to scale. Paving measurement is based on @ 2500 Sq Ft of paving.

Paving needs to be done in at least 50 degree weather and preferably 60 degree.

Excavation beyond property line cannot begin before April 15, per City of Newton.

61 Pearl Street Project

PROPOSAL for CONTRACT Date _____

Submitted to: [full legal name] _____ (hereinafter the "Owner")

Address: _____

Phone Number(s): _____

Job Address: 61 Pearl Street, Newton, MA 02458 (the Project)

David Fitzsimmons, (sometimes called the "Contractor" or "General Contractor" in this agreement) hereby offers to perform the work described in the components of this bid and to provide all materials and labor specified in the bid components and provide all work and labor in connection with this renovation project (collectively, the "Work").

We agree to perform and provide the Work with the above referenced specifications and all attachments listed above, for the sum of: **\$291,484** hereto (the "Contract Price"). Does not include separated line items 17-20.

We represent and warrant to the Owner that (a) we are licensed to perform construction work in Massachusetts, (b) our Massachusetts contractor license number is 168306; (c) we have the financial and staffing capacity to complete the Work as proposed.

"Contractor"

David Fitzsimmons
Fitzsimmons Contracting
126 Main Street
Watertown, MA 02172
617.320.9860

THE OWNER IS HEREBY ADVISED THAT IF THE PROJECT IS THE OWNER'S HOMESTEAD, FEDERAL LAW ALLOWS THE OWNER TO TERMINATE THE CONTRACTED CREATED WHEN THE OWNER ACCEPTS THIS PROPOSAL FOR ANY REASON WITHING 3 DAYS AFTER SIGNING IT.

OWNER ACCEPTANCE OF PROPOSAL AND AGREEMENT TO CONTRACT

The above offer including the prices, specifications and conditions are hereby accepted. You are authorized to supply and perform the Work as specified in this Proposal including the Conditions of Contract attached hereto. I agree to incorporate this proposal into the Contract or enter into a new Contract that meets the conditions of this Proposal within the specified time. Any changes to work will be agreed upon with the Contractor and noted in Contract.

Signature Josephine McNeil

Date

If Owner or concerned parties prefer to sign AIA proposal, we are happy to provide upon request.

The Contract and related forms shall be AIA forms unless requested otherwise.

License or registration valid for individual use only
before the expiration date. If found return to:
Office of Consumer Affairs and Business Regulation
10 Park Plaza - Suite 5170
Boston, MA 02116

Failure to possess a current edition of the
Massachusetts State Building Code
is cause for revocation of this license.

Refer to: WWW.Mass.Gov/DPS

Not valid without signature

Office of Consumer Affairs & Business Regulation

HOME IMPROVEMENT CONTRACTOR

Registration: 168306

Type:

Expiration: 1/31/2013

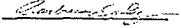
Corporation

FITZSIMMONS CONTRACTING, INC.

DAVID FITZSIMMONS

86 ALBERT RD

NEWTON, MA 02466


Undersecretary



019 20 03 83228

DAVID M. FITZSIMMONS
P.O. BOX 303 MAIN STREET
WATERTOWN, MA 02472



1/11/2013

10276

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2011

PRODUCER 508.651.7700 FAX
 Eastern Insurance Group LLC - Main
 233 West Central Street
 Natick, MA 01760

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED FITZSIMMONS CONTRACTING INC
 PO BOX 303
 WATERTOWN, MA 02471-0303

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Selective Ins Co of Southeast	39926
INSURER B	Liberty Mutual Insurance Co	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN: AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC	S 1887171	02/17/2011	02/17/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ca occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY LA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe state SPECIAL PROVISIONS cover	WC1315379009010	07/29/2010	07/29/2011	WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 20 Cambria Road, Newton, MA 02465

CERTIFICATE HOLDER

CANCELLATION

Can Do
 1075 Washington Street
 Newton, MA 02465

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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