

**BID FORM**

For: **MASSACHUSETT AVE SIDEWALK RECONSTRUCTION PROJECT** t

(Bid #20-23) Proposal (BID) of Charles Contracting Co Inc  
(hereinafter called "Bidder") a corporation, organized and existing under the laws of  
the Commonwealth of Massachusetts.

doing business as Charles Contracting Co Inc  
(corporation, proprietorship, partnership)

to the TOWN OF ARLINGTON hereinafter called "Owner". Gentlemen:

A. The Bidder, in compliance with your invitation for bids for the  
**MASSACHUSETT AVE SIDEWALK RECONSTRUCTION PROJECT**,  
Arlington Massachusetts, having examined the plan and specifications with  
related documents and the site of the proposed project including the availability of  
materials and labor, hereby proposes to furnish all labor, materials and supplies,  
and to construct the project in accordance with the Contract Documents, within  
the time set forth therein, and at the prices stated below. These prices are to cover  
all expenses incurred in performing the work required under the Contract  
Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date  
to be specified in the written "Notice to Proceed" from the Owner, and to  
complete the work by August 28, 2019. The Bidder further agrees to pay as  
liquidated damages, the sum of \$1,000.00 for each consecutive calendar day  
thereafter that the works remains incomplete, as provided in the Instruction to  
Bidders, Modifications to General Conditions. Required completion dates are as  
follows:

B. Bidder acknowledges receipt of the following addendum:

#1 Dated 05/05/2020  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_

C. Bidder agrees to perform all work described in the specifications and shown on the  
drawings, for the following lump sum price of:

1. Total Proposed Base Bid Contract Price:

One million one hundred thirty seven thousand six hundred  
forty nine dollars and zero cents Dollars (\$ 1,137,649.00)

2. Bid Deposit on total bid price, including alternates, in the sum of:

5% Dollars (\$ \_\_\_\_\_) in

the form of Bid Bond is submitted herewith in  
accordance with the INSTRUCTION FOR BIDDERS and is to become property of the Owner in

the event the Contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

3. The Bid does not include premiums on Performance/Labor and Materials Bond. Cost of required Bond Premiums (for base bid and any and all alternates):

Bid Premiums Add \$ 11,376.49

4. Alternates  
NONE

**5. Schedule of Values – Base Bid:**

- This Schedule of Values shall be completed and submitted with the Official Bid. The Value of Schedules will be used for the purposes of determining the cost associated with construction or contract change.
- The sum of the total of all items MUST equal the Lump Sum Price listed on the previous sheet for the Base Bid.

- D. If the Bid is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated by the Owner.

# Supplemental Form for General Bid



## Supplemental Form for General Bid

Project: Massachusetts Avenue Sidewalk Reconstruction

Location: Arlington, Massachusetts

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
102.51	42	INDIVIDUAL TREE PROTECTION at <u>Two hundred twenty five dollars</u> EACH	275	00	11550	00
103.	2	TREE REMOVED - DIAMETER UNDER 24 INCHES at <u>Two thousand dollars</u> EACH	2000	00	4000	00
120.1	1600	UNCLASSIFIED EXCAVATION at <u>Sixty five dollars</u> PER CUBIC YARD	65	00	104000	00
151.	1300	GRAVEL BORROW at <u>Thirty dollars</u> PER CUBIC YARD	30	00	39000	00
170.	4300	FINE GRADING AND COMPACTING - SUBGRADE AREA at <u>Fifteen dollars</u> PER SQUARE YARD	15	00	64500	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
220.7	4	SANITARY STRUCTURE ADJUSTED at <u>Four hundred fifty dollars</u> EACH	450	00	1800	00
358.	25	GATE BOX ADJUSTED at <u>Two hundred seventy five dollars</u> EACH	275	00	6875	00
440.	12500	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL at <u>zero dollars and one cent</u> PER POUND	0	01	125	00
450.23	60	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) at <u>Two hundred dollars</u> PER TON	200	00	12000	00
450.31	40	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5) at <u>Two hundred dollars</u> PER TON	200	00	8000	00
450.41	30	SUPERPAVE BASE COURSE - 25.0 (SBC - 25.0) at <u>Two hundred dollars</u> PER TON	200	00	6000	00
451.1	50	FLEXIBLE POROUS PAVEMENT FOR TREE WELLS (4'X6') at <u>One thousand dollars</u> EACH	1000	00	50000	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
451.2	1	FLEXIBLE POROUS PAVEMENT FOR TREE WELLS (4'X19') at <u>Three thousand dollars</u> EACH	3000	00	3000	00
451.3	1	FLEXIBLE POROUS PAVEMENT FOR TREE WELLS (4' DIAMETER) at <u>One thousand dollars</u> EACH	1000	00	1000	00
452.	25	ASPHALT EMULSION FOR TACK COAT at <u>nine dollars</u> PER GALLON	9	00	225	00
482.3	4000	SAWCUTTING ASPHALT PAVEMENT at <u>Five dollars</u> PER FOOT	5	00	20000	00
482.4	430	SAWCUTTING PORTLAND CEMENT CONCRETE at <u>Ten dollars</u> PER FOOT	10	00	4300	00
504.	200	GRANITE CURB TYPE VA4 - STRAIGHT at <u>Fifty four dollars</u> PER FOOT	54	00	10800	00
504.1	50	GRANITE CURB TYPE VA4 - CURVED at <u>Seventy dollars</u> PER FOOT	70	00	3500	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
509.	230	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT at <u>Sixty dollars</u> PER FOOT	60	00	13800	00
509.1	190	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED at <u>Seventy dollars</u> PER FOOT	70	00	13300	00
514.	8	GRANITE CURB INLET - STRAIGHT at <u>Four hundred forty dollars</u> EACH	440	00	3520	00
516.	16	GRANITE CURB CORNER TYPE-A at <u>Three hundred fifty dollars</u> EACH	350	00	5600	00
517.	4	GRANITE CURB CORNER TYPE-B at <u>Four hundred ten dollars</u> EACH	410	00	1640	00
580.	2200	CURB REMOVED AND RESET at <u>Thirty eight dollars</u> PER FOOT	38	00	83600	00
697.1	25	SILT SACK at <u>Two hundred forty dollars</u> EACH	240	00	6000	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
701.	2700	CEMENT CONCRETE SIDEWALK at <u>Eighty nine dollars</u> PER SQUARE YARD	89	00	240300	00
701.1	430	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS at <u>Ninety six dollars</u> PER SQUARE YARD	96	00	41280	00
701.2	440	CEMENT CONCRETE WHEELCHAIR RAMP at <u>One hundred thirty dollars</u> PER SQUARE YARD	130	00	57200	00
701.3	310	STAMPED CEMENT CONCRETE ACCENT BAND at <u>Two hundred forty dollars</u> PER SQUARE YARD	240	00	74400	00
707.15	7	PARK BENCH REMOVED AND RESET at <u>Nine hundred dollars</u> EACH	900	00	6300	00
707.21	1	TRASH RECEPTACLE REMOVED AND RESET at <u>Eight hundred dollars</u> EACH	800	00	800	00
707.22	4	TRASH RECEPTACLE REMOVED AND DISCARDED at <u>Three hundred dollars</u> EACH	300	00	1200	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
707.91	3	BICYCLE RACK - REMOVED AND RESET at <u>Six hundred dollars</u> EACH	600	00	1800	00
715.2	6	P.O. BOX REMOVED AND RESET at <u>Nine hundred dollars</u> EACH	400	00	2400	00
716.	15	PLANTER REMOVED AND RESET at <u>Three hundred fifty dollars</u> EACH	350	00	5250	00
748.	1	MOBILIZATION at <u>Thirty thousand dollars</u> LUMP SUM	30000	00	30000	00
751.	20	LOAM BORROW at <u>Eighty dollars</u> PER CUBIC YARD	80	00	1600	00
751.2	100	STRUCTURAL SOIL at <u>One hundred twenty two dollars</u> PER CUBIC YARD	122	00	12200	00
765.	110	SEEDING at <u>Six dollars</u> PER SQUARE YARD	6	00	660	00



## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
776.528	7	MAPLE-RED-'BOWHALL' 2.5-3INCH CALIPER at <u>One thousand dollars</u> EACH	1000	00	7000	00
783.647	3	ZELKOVA-'VILLAGE GREEN' 2.5-3 INCH CALIPER at <u>One thousand dollars</u> EACH	1000	00	3000	00
811.31	1	PULL BOX 12 X 12 INCHES - SD 2.031 at <u>One thousand two hundred dollars</u> EACH	1200	00	1200	00
811.37	37	ELECTRIC HANDHOLE ADJUSTED at <u>Five hundred dollars</u> EACH	500	00	18500	00
823.84	12	LIGHT POLE REMOVED AND RESET at <u>Three thousand five hundred dollars</u> EACH	3500	00	42000	00
851.1	90	TRAFFIC CONES FOR TRAFFIC MANAGEMENT at <u>Thirty dollars</u> PER DAY	30	00	2700	00
852.	330	SAFETY SIGNING FOR TRAFFIC MANAGEMENT at <u>Eighteen dollars</u> PER SQUARE FOOT	18	00	5940	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
852.11	1000	TEMPORARY PEDESTRIAN BARRICADE at <u>Five dollars</u> PER FOOT	5	00	5000	00
852.12	2	TEMPORARY PEDESTRIAN CURB RAMP at <u>One thousand eight hundred dollars</u> EACH	1800	00	3600	00
853.1	6	PORTABLE BREAKAWAY BARRICADE TYPE III at <u>One hundred twenty five dollars</u> EACH	125	00	750	00
854.1	100	PAVEMENT MARKING REMOVAL at <u>Five dollars</u> PER SQUARE FOOT	5	00	500	00
859.	4500	REFLECTORIZED DRUM at <u>zero dollars and fifty cents</u> PER DAY	0	50	2250	00
859.1	100	REFLECTORIZED DRUM WITH SEQUENTIAL FLASHING WARNING LIGHTS at <u>Four dollars</u> PER DAY	4	00	400	00
860.104	290	4 INCH REFLECTORIZED WHITE LINE (PAINTED) at <u>Five dollars</u> PER FOOT	5	00	1450	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
864.011	16	PAVEMENT ARROWS AND LEGENDS REFLECTORIZED (PAINTED) at <u>Nine dollars</u> PER SQUARE FOOT	9	00	144	00
866.112	330	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) at <u>Thirteen dollars</u> PER FOOT	13	00	4290	00
874.2	40	TRAFFIC SIGN REMOVED AND RESET at <u>One hundred seventy five dollars</u> EACH	175	00	7000	00
875.	1	PARKING METER - EXCLUDING COST OF PARKING METER at <u>Five hundred dollars</u> EACH	500	00	500	00
875.1	48	PARKING METER REMOVED AND RESET at <u>Four hundred dollars</u> EACH	400	00	19200	00
875.2	1	PARKING METER REMOVED AND STACKED at <u>Two hundred dollars</u> EACH	200	00	200	00
999.	1	CONSTRUCTION STAKING at <u>Six thousand dollars</u> LUMP SUM	6000	00	6000	00

## Supplemental Form for General Bid

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
999.1	1	POLICE SERVICES at \$37,000 LUMP SUM	37000	00	37000	00
999.2	1	AS-BUILT PLANS at <u>Five thousand dollars</u> LUMP SUM	5000	00	5000	00

### ADDENDUM #1

701.4	70	10" CEMENT CONCRETE SIDEWALK WITH WELDED WIRE MESH REINFORCEMENT at <u>One hundred fifty dollars</u> PER SQUARE YARD	150	00	10500	00
-------	----	---	-----	----	-------	----

**Total Bid:** 1137649 00

E. The undersigned agrees that for extra work, if any, performed in accordance with the AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

F. Bidder understands that the Owner reserves the right to reject any and all bids.

G. The undersigned hereby agrees that he will not withdraw the Bid within sixty (60) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner accepts this Bid, the undersigned will duly execute and acknowledge the required Contract Bonds within 10 days after notification that the AGREEMENT is ready for signature.

H. Should the undersigned fail to fulfill any of his agreements as here in before set forth, the Owner shall have the right to retain as liquidated damages the amount of the Bid security, which shall become the Owner/s property. If a bid was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

I. The Undersigned certifies under penalty of perjury that this Bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

J. The undersigned certifies that he is able to furnish labor that can work in harmony with all with all laws and regulations applicable to awards made subject forty-four A.

1. Have been in business under the present name for 64 years.

2. Ever failed to complete any work awarded? \_\_\_\_\_(Yes), X \_\_\_\_\_(No). If yes, explain: \_\_\_\_\_

3. Bank Reference: Bank Of America

Christopher Gallup

617-539-2152

christopher.gallup@bofa.com

K. The Bidder is required to state below all work he/she and his/her subcontractors (if subcontractors are to perform substantial portions of the work) has compete within the past 5 years of a similar character and value to that of the work included in the proposed Contract and to give references that will enable the Owners to judge the Bidder's experience, skill and business standing. The Bidder is required to list a minimum of 3 completed projects that are comparable in scope, complexity and value. For each project, include the name, location, type, date complete, construction value and owner contact.

---

SEE ATTACHED

---

---

---

---

---

---

---

---

---

---

(add supplementary page if necessary)

L. The Bidder is required to state below all construction projects he/she currently has under contract. For each project, include the name, location, type, scheduled completion date, construction value and owner contact.

---

SEE ATTACHED

---

---

---

---

---

---

---

---

---

---

M. The undersigned bidder hereby certifies that the tools and equipment required to meet the specified requirements of the Contract document, will be utilized in the performance of the work.

SEE ATTACHED

N. The undersigned further certifies under the penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section 29F, or any other applicable debarment

provisions of any other chapter of the General Laws or any rule or regulation declared there under.

- O. The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract, including compliance with Minority/Women Business Enterprise as required under these contract provisions. The contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of its bidder's certification and submit it to the contracting agency prior to the award of such subcontract, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions.

Date: 05/07/2020

Charles Contracting Co Inc

Name of General Bidder

By: 

John Frissora - Vice President

Name and Title of Person Signing Bond

PO Box 216 Watertown, Ma 02471


Business Address

**FORM A**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fir and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

John Frissora  
Authorized Name

 05/07/2020  
Authorized Signature Date

042204446  
Social Security Number or Federal Identification Number

Charles Contracting Co Inc  
Legal Name of Business Entity (Print or

PO Box 216

Type) Address  
Watertown, Ma 02471

City, State, Zip Code

Corporate Seal (If applicable)



**FORM B**


CERTIFICATE OF FOREIGN CORPORATION

The undersigned certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

Massachusetts  
Jurisdiction

The undersigned further certifies that it complies with the requirements of M.G.L, c. 30, sec. 39L and with the requirements of M.G.L, c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

John Frissora 05/07/2020  
Name of Person Signing the Bid or Proposal Date

 05/07/2020  
Signature of Person Signing the Bid or Proposal Date

Charles Contracting Co Inc  
Name of Business (Print or Type)

Corporate Seal (If applicable)

**FORM C**

COMMONWEALTH OF MASSACHUSETTS

SCHEDULE FOR PARTICIPATION BY WOMEN/MINORITY BUSINESS

ENTERPRISE BIDDER CERTIFICATION

A bidder agrees to expend at least the amount of the contract set forth below if awarded, for W/MNE. For the purposes of this commitment, the designation means a business that has been certified by SOMWBA as such. The Bidder must indicate the W/MBE it intends to utilize in this document as follows: (Attach another sheet if necessary.)

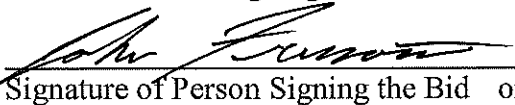
Company Name and Address	Nature of Participant	Dollar Value of Participation
--------------------------	-----------------------	-------------------------------

TO BE DETERMINED IF SUCCESSFUL BIDDER

- |    |  |                      |
|----|--|----------------------|
| 1. |  | \$ <u>          </u> |
| 2. |  | \$ <u>          </u> |
| 3. |  | \$ <u>          </u> |

The undersigned hereby certifies that he or she read the terms of this condition and is authorized to bind the Bidder to the commitment herein set forth.

John Frissora  
Name of Person Signing the Bid or Proposal

 Vice President  
Signature of Person Signing the Bid or Proposal Title

Charles Contracting Co Inc  
Name of Business (Print or Type)

Corporate Seal (If applicable)

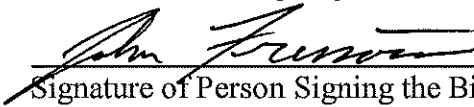
**FORM D**

**BIDDER CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to identify the awarding authority for, from, and against any loss, expense, damages, action, or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applying prevailing wage rates.

05/07/2020  
Date

John Frissora  
Name of Person Signing the Bid or Proposal

 Vice President  
Signature of Person Signing the Bid or Proposal Title

Charles Contracting Co Inc  
Name of Business (Print or Type)

Corporate Seal (If applicable)

**FORM E**

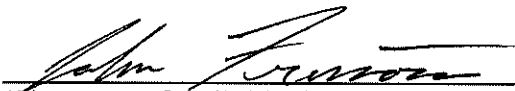
**CERTIFICATION OF PAYMENT OF STATE TAXES**

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

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

APPROVAL OF A CONTRACT OR ANY OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THIS CERITIFCATION CLAUSE IS SIGNED BY AN AUTHORIZED CORPROATE OFFICER.

THE TAX PAYER IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETIS DPEARTMENT OF REVENUE TO DETERMINE IF TAX FILINGS AND/OR TAX PAYMENT OBLIGATIONS HAVE BEEN MET. PROVIDERS WHO FAIL TO CORRECT THIER NON-FILING AND/OR DELIQUENCY STATUS SHALL NOT HAVE A CONTRACT OR ANY OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED

 Vice President  
(Signature of Individual) Title

042204446  
Social Security Number or Federal Identification Number

Charles Contracting Co Inc  
Corporate Name

John Frissora 05/07/2020  
Name of Person Signing the Proposal (Print or Type) Date

Charles Contracting Co Inc  
Legal Name of Business Entity (Print or

Box 216 Watertown, Ma 02471  
Type) Business Address

Corporate Seal (If applicable)

**FORM F**

**CERTIFICATION OF AUTHORITY MEETING OF BOARD OF DIRECTORS**

(Note: if business entity is a partnership or individual, all owners shall sign this form.)

At a meeting of the Directors of the Charles Contracting Co Inc duly called and held at

(Corporation  
)

in Watertown MA on the 7th day of May, 2020,  
(Location)

at which a quorum was present and acting, it was voted that John Frissora, the  
(Name)

Vice President of this Corporation, is hereby authorized and empowered to  
make, (Title/Position)

into, sign, seal and deliver on behalf of the Corporation a Contract for Charles Contracting Co Inc  
with the Mass Ave Sidewalk Project Bid #20-23, and the performance and  
payment bonds each in the amount as specified by the Owner.

I hereby certify that the above is a true and correct copy of the record, that said vote  
has not been amended or repealed and is in full force, and effect as of this date and  
that

John Frissora is duly elected Vice President of the corporation  
(Name) (Title/Position)

*Michael Frissora* 05/07/2020  
Clerk or secretary of the Corporation Date

Michael Frissora

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its  
president, treasurer, and general manager, if any: if a partnership, give full names and  
residential addresses of all partners; and if an individual, give residential dress if different  
form business address.)

the required names and addresses of all person interested in this proposal, as  
Principals, are as follows:

Charles Frissora - Sudbury Ma - President

John Frissora - Sudbury Ma - Vice President

Michale Frissora - Dover Ma - Clerk

K Similar Projects			
Project Name	Owner	City / State	Dollar
#1	Malden 2017 H-1	City of Malden	\$
#2	Auburndale Sq Reconstruction	City of Newton	\$
#3	Malden 2017 H-4	City of Malden	\$
#4	Malden 2018 H-1	City of Malden	\$

Completed	Public Bid	Type of Work	Contact Person	Relation to Project
Yes	Yes	Roadway, curb & Sidewalk	Steve O'Neil 781-203-1501	Consultant
Yes	Yes	Roadway, curb & Sidewalk	Luis Taverna 617-796-1020	City Engineer
Yes	Yes	Roadway, curb & Sidewalk	Steve O'Neil 781-203-1501	Consultant
Yes	Yes	Roadway, curb & Sidewalk	Steve O'Neil 781-203-1501	Consultant

L Current Contracts			
Project Name	Location	Type of Work	Estimated Completion
2019 Resurfacing	Waltham	Curb & Sidewalk	Summer 2020
2019 Roadway Improvement	Somerville	Curb & Sidewalk	Fall 2020
Malden 2018 H-1	Malden Ma	Curb, Sidewalk, Roadway	Summer 2020
Main @ Highland	Winchester Ma	Curb, sidewalk, traffic signal	Summer 2020
King St Signal Improvement	Franklin Ma	Curb, Sidewalk, Traffic Signal	Summer 2020

Contract Person	Value	Contract Person	Value	Contract Person	Value	Contract Person	Value
Rick Amiraault	\$500,000	Rick Amiraault	\$500,000	Steve O'Neil	1,375,000.00	Meg White	212,000.00
D&R General Contracting		D&R General Contracting		Haynor Swanson		Town of Winchester	
781-321-7772 x110		781-321-7772 x110		781-203-1501		781-721-7165	
*Charles Cont is a sub contractor		*Charles Cont is a sub contractor					
				Dan Mills	600,000.00	MDM Transportation Consultants	

M Equipment List	
Backhoe	
Loader	
Excavator	
Dump Trucks	
Skid Steers	

# BID BOND

## Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

**CONTRACTOR:**

(Name, legal status and address)  
**Charles Contracting Co., Inc.**

75 Rosedale Road, P.O. Box 216  
Watertown, MA 02471

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty & Surety Company of America**

One Tower Square  
Hartford, CT 06183

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

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

**OWNER:**

(Name, legal status and address)  
**Town of Arlington**

MA

**BOND AMOUNT: \$ Five Percent of the Attached bid ( 5%)**

**PROJECT:**

(Name, location or address, and Project number, if any).


**Massachusetts Avenue Sidewalk Reconstruction Project Bid #20-23**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this **7th** day of **May, 2020**




(Witness)

**Charles Contracting Co., Inc.**

(Principal)


(Seal)

  
(Title) **JOHN FRISSERA**

**VICE PRESIDENT**  
**Travelers Casualty & Surety Company of America**

(Surety)

(Seal)



(Witness)

  
(Title) **Adam W. DeSanctis, Attorney-In-Fact**



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Adam W. DeSanctis**, of **Woburn, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut  
 City of Hartford ss.

By: *Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **May**, 2020



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**