

SECTION 00 52 10

CONFORMED AGREEMENT

THIS AGREEMENT is by and between Town of Andover, MA (“Owner”) and CJP and Sons Construction Co., Inc. (“Contractor”). Owner and Contractor hereby agree as follows.

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as installing cement lined ductile iron water mains on Argilla Road and Andover Street to replace existing cast iron water mains, valves, hydrants, and water services.
- 1.02 The Work includes the principal features specified in Section 01 11 00 – Summary of Work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project under the Contract Documents is generally known as “Phase I Water Transmission Main Improvements”.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Woodard & Curran, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Substantial Completion and Final Payment*
  - A. The Work shall be substantially complete by August 31, 2024 and completed and ready for final payment by September 30, 2024 in accordance with Paragraph 14.07 of the Standard General and Supplementary Conditions, if any.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions and Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below based on unit pricing stated in Contractor's Bid attached hereto:

**TOTAL PRICE**

Five Million Five Hundred Thirty-Two Thousand

Six Hundred Ninety-One Dollars and Nineteen Cents

**\$5,532,691.19**

- A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the Standard General Conditions and Supplementary Conditions, if any.
- B. The prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the Standard General Conditions and Supplementary Conditions, if any, estimated quantities are not guaranteed (except for those that may be estimated by the Contractor), and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the Standard General Conditions and Supplementary Conditions, if any. Final payment for unit price items will be based on actual quantities determined and based on the unit prices in the Unit Prices Form.
- C. When the accepted quantity of any item of Unit Price Work performed by the Contractor (as measured in accordance with 9.07 of the General and Supplementary Conditions, if any) differs from the estimated quantity indicated in the attachment(s) to this Agreement for an item of Unit Price Work, no adjustment or allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation of overhead expense among the Unit Price Work items on the part of the Contractor, or subsequent loss of expected reimbursements therefor.

5.02 *Adjustments to the Contract Price*

- A. Adjustments to the Contract Price for Owner's Contingency Allowances will be applied at Owner's option in accordance with the General Conditions, Paragraph 11.02.C.
  - 1. Adjustments to the Contract Price will be made for diesel fuel, gasoline, liquid asphalt, and portland cement in cast-in-place concrete based on the Base Prices and index established for adjustments in accordance with price adjustment clauses included in Section 00 73 73, SC-12.01.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions and Supplementary Conditions, if any. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions and Supplementary Conditions, if any, and the General Requirements.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions and Supplementary Conditions, if any, (and in the case of Unit Price Work based on the number of units completed).
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.
    - a. Progress Payments of 95 percent for Work completed (with the balance of 5 percent being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance of 5 percent being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed (with the balance of 1 percent being retainage), less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and Supplementary Conditions, if any, and less the Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected (Punch List) attached to the certificate of Substantial Completion and subject to Paragraph 14.04 of the General Conditions and Supplementary Conditions, if any.

However, retainage for items planted in the ground shall remain at 5 percent of the cost of such items until Final Payment per Massachusetts General Laws Chapter 30, Section 39G.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General and Supplementary Conditions, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 – INTEREST – (NOT USED)

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 The Contractor certifies, under the penalties of perjury, that:

- A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- B. Contractor certifies no official or employee of the Owner has a financial interest in this Contract or in the expected profit to arise from the Contract, unless the Contractor and Owner, employee or official both have notified public authorities in writing, that the Contractor and the employee fully complied with the provisions of MGL Chapter 43, Section 27 *Interest In Public Contracts By Public Employees Prohibited; Penalty* and provisions of MGL Chapter 268A, Section 20 *Municipal Employees; Financial Interest In Contracts; Holding One Or More Elected Positions*.
- C. Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and, has provided for itself and each Subcontractor, a Certificate of Good Standing from the Department of Revenue with respect to all returns due and taxes and further, certifies that, to the best of its knowledge and belief, all state tax returns have been filed and all state taxes have been paid as required by Law pursuant to Massachusetts General Laws Chapter 62C, Section 49A.
- D. If a foreign corporation, Contractor has provided for itself and each Subcontractor that is a foreign corporation, a certificate of the state secretary stating that the corporation has complied with requirements of Massachusetts General Laws Chapter 156D, Part 15, Section 15.03 of subdivision A and the date of compliance, and further has filed all annual reports required by Section 16.22 of subdivision B of Part 16 of said Chapter 156D, pursuant to Massachusetts General Laws Chapter 30, Section 39L.
- E. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work and further certifies that all employees to be employed at the Work Site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins Work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee, all as required by Massachusetts General Laws Chapter 30, Section 39S.
- F. Contractor is not presently debarred from entering into a public contract Commonwealth of Massachusetts under the provisions of Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- G. Pursuant to Massachusetts General Laws Chapter 30, Section 39R, Contractor has provided a statement by management on internal accounting controls, a statement prepared by an independent certified public accountant regarding management's statement, and an audited financial statement to DCAMM for the most recent completed fiscal year.
- H. Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

8.03 Contractor agrees to comply with applicable SRF program and Federal requirements set forth in the Supplementary Conditions including D/MBE and D/WBE requirements, Diesel Retrofit Program, the Davis Bacon Act, and the following.

- A. The fair share goals for disadvantaged business enterprise (DBE) participation for this Contract are a minimum of 4.20 percent Disadvantaged Minority Business Enterprise (D/MBE) participation and 4.50 percent Disadvantaged Women Business Enterprise (D/WBE) participation, applicable to the total dollar amount paid for the construction Contract. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of Contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Owner. The Contractor shall require similar reports from its Subcontractors.
- B. During the performance of this Contract, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.
  7. The Contractor shall include the provisions of paragraphs 1. through 7. in every subcontract or Purchase Order unless exempted by rules, Regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each Subcontractor or vendor or Supplier. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970].
- C. The Contractor acknowledges to and for the benefit of Town of Andover, MA (Owner) and the Commonwealth of Massachusetts (the State) that it understands the material and equipment, and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that has statutory requirements commonly known as "American Iron and Steel (AIS) Requirement" that requires all of the iron and steel products used in the Project to be produced in the United States including iron and steel products provided by the Contractor pursuant to this Agreement.
1. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the AIS Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the AIS Requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Paragraph, or information necessary to support a waiver of the AIS Requirement, as may be requested by Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this requirement by the Contractor shall permit the Owner or State to recover as damages against the Contractor, any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this requirement force or effect) shall be amended or waived without the prior written consent of the State.

2. The *Bipartisan Infrastructure Law* (BIL) and the *Infrastructure Investment and Jobs Act* (“IIJA”) extends this procurement requirement to all SRF construction projects with the inclusion of the *Build America, Buy America Act* (BABA). Starting on May 14, 2022, the BABA requires that all steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. **NOTE: The BABA requirements are waived for this Project based on an EPA Decision Memorandum titled Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for SRF Projects that have Initiated Design Planning issued September 2, 2022.**

D. The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” The Contractor shall not award any subcontracts or purchase any materials from Suppliers that appear on the Excluded Parties List System.

E. Contractor agrees to incorporate these requirements into all subcontracts regardless of tier and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

8.04 The representations and certifications Contractor submitted with its Bid shall remain valid during the period of this Agreement.

8.05 Contractor agrees to incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

I. This Agreement and attachments

### **COMPLETE LISTING AFTER AWARD**

- Bid Form (submitted by CJP and Sons Construction Co., Inc. and dated April 20, 2023)
- Bid Supplements and attachments
- D/MBE and D/WBE documentation and certifications
- Performance Bond
- Payment Bond
- Insurance certificates
- Statement of Direct Labor Cost percentage(s)
- Projected monthly cash flow schedule
- Diesel Retrofit Program Contractor Certification (Contractor and Subcontractors)

2. Forms listed in 00 60 00
  3. Standard General Conditions in Section 00 72 05
  4. Supplementary Conditions as listed in Section 00 01 10, Table of Contents
  5. General Requirements and Specifications as listed in Section 00 01 10, Table of Contents
  6. Drawings as listed in Section 00 01 15, List of Drawing Sheets
  7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contract is Public Record*

- A. The Contract is subject to MGL Chapter 66 et seq, *Public Records*, and as such, related submittals, purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution, except as specifically excluded. The Contractor agrees to provide the Owner copies of any documents requested under this law at no charge to the Owner or the requestor.


*SIGNATURES APPEAR ON THE FOLLOWING PAGE*


IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

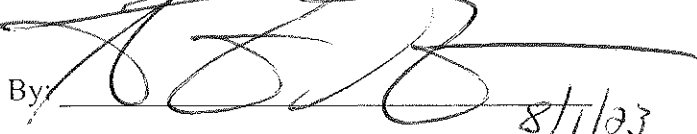
This Agreement will be effective on 8/1/2023 (which is the Effective Date of the Agreement).

OWNER:  
Town of Andover, MA

CONTRACTOR:  
CJP and Sons Construction Co., Inc.

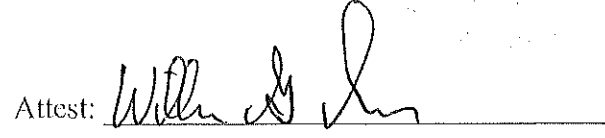
By:   
CHRISTOPHER Cronin  
Printed Name  
PAW Director  
Title 7-5-2023

By:   
Cesidio J. Pinciario JR  
Printed Name  
president  
Title

By:   
Andrew FLANAGAN  
Printed Name  
TOWN MANAGER  
Title

License No. N/A.

Attest: \_\_\_\_\_  
Title

Attest:   
Elynn  
Title

Address for giving notices:

Address for giving notices:  
1420 Main Street  
Mills MA 02054  
Agent for service of process:  
Cesidio J. Pinciario Jr

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

END OF SECTION

Approved as to Form by:

John J. [Signature] 7/31/2023  
Counsel

Pursuant to MGL c.44, s31C, I certify that an appropriation has been made in the total amount of the Agreement.

[Signature]  
Owner's Auditor/Accountant (Name)  
Date: 8/1/23

ARPA 502305-5700	\$1,732,500.00
A23-22 74240-5700	\$3,599,084.70
A21-23 74250-5700	\$201,106.49
<b>TOTAL - \$</b>	<b>\$5,532,691.19</b>

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of CJP and Sons Construction Co. Inc held on 11/1/23 at which all the Directors were present or waived notice, it was voted that Cesidio J. Pinciario Jr, President of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by CJP and Sons Construction Co. Inc., shall be binding upon this company.

A TRUE COPY ATTEST:

[Signature]  
Clerk,

Date of this Contract

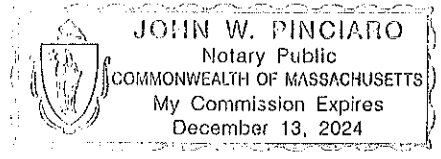
I hereby certify that I am the Clerk of CJP and Sons Construction Co. Inc., that Cesidio J. Pinciario Jr is duly elected President of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

[Signature]  
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12<sup>th</sup> DAY OF June, 2023

[Signature]  
Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.



CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Cesidio J. Pinciaro Jr. president  
Signature of authorized individual submitting bid/proposal

Cesidio J. Pinciaro Jr - President  
Printed Name

CJP and Sons Construction Co. Inc.  
Name of Business (if applicable)

042831053  
Social Security or Federal Tax Identification Number

## AFFIDAVIT OF OSHA COMPLIANCE

The undersigned agrees that if he is selected as the contractor, he will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Date 6/12/23

CJP and Sons Construction Co. Inc.  
(Name of Bidder)

By Charles J. Pincus, president  
(Name of person Signing Bid and Title)  
Signature is required

1420 Main Street  
(Business Address)

Millis MA 02054  
(City and State)

508.335.7263  
(Telephone Number)