

This is a legal document

Company Information


Vendor Number	1480	Type of entity	Corporation
Company Name	City Enterprise, Inc.		
Address	38 Berkshire Avenue		
City/Town	Springfield		
State	Massachusetts	Zip Code	01109
Phone	(413) 726-9549	Fax	(413) 726-9570

By signing and notarizing this document you certify that all information provided is accurate. You also acknowledge that you have read, and understand all the terms and conditions associated with electronic bidding. Your signature on this form authorizes you to submit electronic bids on behalf of the vendor identified on this form.

State of Connecticut County of Hartford
On this 22 day of Mar 2016 before me, the undersigned notary public, Neil Pouliot personally appeared, proved to me through satisfactory evidence which were MA Drivers License to be the person whose name is signed on the preceding document in my presence

NOTARY SEAL
Notary Public: Jamice M. Jankowski
My Commission expires: 6-30-16

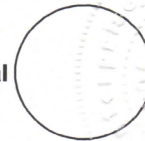
Signature must be by individual listed above and done in blue ink only. Please sign within the box below.

	
Name	Neil Pouliot
Title	Contract Administrative Support



City Enterprise, Inc., Neil Pouliot - Contract Administrative Support
Mar 22, 2016

Corporate seal



Once the document has been signed and notarized send the original copy to BidDocs ONLINE no later than 3 business days prior to the bid date. This form must be sent via a delivery service that can trace the delivery to BidDocs ONLINE. An electronic bid may not be submitted unless this form is returned directly to BidDocs ONLINE.

BidDocs ONLINE

P.O. Box 51, 61 Skyfields Drive, Groton, MA 01450 - Phone: (978) 888-3350 - Fax: (978) 449-0469

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City Enterprise, Inc., Peter A. Jaskiewicz - General Manager/Estimator
Feb 07, 2022 13:47:25

FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for **Winchendon Community Park Performing Arts Center [BDO #5394]** for the Town of Winchendon in Winchendon Massachusetts in accordance with Contract Documents prepared by Abacus Architects and Planners for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: 1, 2, 3

C. The proposed contract price is:

Two million eight hundred eighty-two thousand three hundred six dollars \$ 2,882,306.00

For alternate No 1 Add \$ 110,726.00 Subtract \$.00

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

ITEM 1. The work of the general contractor, being all work other than that covered by **ITEM 2.**

TOTAL OF ITEM 1 \$ 2,324,887.00

ITEM 2. Sub-bids as follows:

Sub-trade	Name of Filed Sub-bidder	Sub-Bid Amount	Bond Required
Masonry	Legrand Masonry Inc	\$69,719.00	Yes
Electrical Work	M.L. SCHMITT, INC	\$487,700.00	Yes

TOTAL OF ITEM 2 \$ 557,419.00

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

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

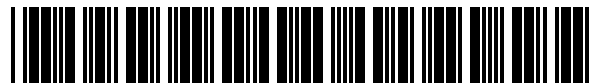
- E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also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

The undersigned hereby certifies that 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 he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

City Enterprise, Inc.

NAME OF BIDDER



City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator

Feb 07, 2022

SIGNATURE & TITLE OF PERSON SIGNING BID

52-60 Berkshire Avenue, Springfield, MA 01109

BUSINESS ADDRESS

City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator
Feb 07, 2022 13:47:25

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

City Enterprise Inc.
52-60 Berkshire Avenue
Springfield, MA 01109

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

Mailing Address for Notices

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 Winchendon
109 Front Street
Winchendon, MA 01475

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

Winchendon Community Park Performing Arts

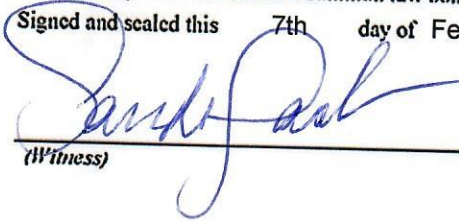
Center: Outdoor Amphitheater w/covered stage, Site Work, paving, grading, utilities

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 February, 2022.



(Witness)


City Enterprise Inc.
(Principal)

(Seal)

By: PRESIDENT
(Title)

Jehanne Raktor

(Witness)

Endurance Assurance Corporation
(Surety)

(Seal)

By: Gail Perrin
(Title) Gail Perrin, Attorney-in-Fact



City Enterprise, Inc., Peter A. Jaskiewicz - General Manager/Estimator
Feb 07, 2022 13:47:25



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gail Perrin**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: Bid Bond
Principal: City Enterprise Inc.
Obligee: Town of Winchendon

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they are the duly authorized officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of February, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator
Feb 07, 2022 13:47:25



The Commonwealth of Massachusetts
 Executive Office for Administration and Finance
 Division of Capital Asset Management and Maintenance
 One Ashburton Place
 Boston, Massachusetts 02108
 Tel: (857) 204-1305
 Fax: (617) 727-8284

CHARLES D. BAKER
 GOVERNOR

Email: Certification.DCAMM@mass.gov

MICHAEL J. HEFFERNAN
 SECRETARY
 ADMINISTRATION & FINANCE
 CAROL W. GLADSTONE
 COMMISSIONER

KARYN E. POLITO
 LIEUTENANT GOVERNOR

First Amended and Restated
 Prime Certificate of Contractor Eligibility
 CONTRACTOR IDENTIFICATION NUMBER: 3106

This Amended and Restated Certificate Shall be Used for Submitting Prime Bids Only.

The prior Certificate of Contractor Eligibility is hereby superseded, amended and restated by this Certificate with changes to the information contained in the following Sections(s): 5, 6

- 1. **CERTIFICATION PERIOD:** This Certificate is valid from October 5, 2021 to October 4, 2022*
- 2. **CONTRACTOR'S NAME:** City Enterprise, Inc.
- 3. **CONTRACTOR'S ADDRESS:** 52-60 Berkshire Avenue
Springfield, MA 01109
- 4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

General Building Construction

- 5. **EVALUATIONS:**

Number of Projects Evaluated:	9
Average Project Evaluation Rating:	96
Number of Projects Below Passing:	0
- 6. **PROJECT LIMITS:**

Single Project Limit (SPL):	\$6,529,000
Aggregate Work Limit (AWL):	\$28,816,000
General Building Construction Limit:	\$6,529,000

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** MBE, WBE

Carol W. Gladstone, Commissioner

10/21/2021

Approval Date

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

Reviewer's Initials: KT

City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator
Feb 07, 2022 13:47:25



OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION

One Ashburton Place, Suit 1017
Boston, MA 02108-1552
Charles D. Baker
Governor
Karyn E. Polito
Lieutenant Governor
Michael J. Heffernan
Secretary
Gary J. Lambert

Assistant Secretary for Operational Services Division

June 11, 2020
Ms. Wonderlyn Murphy
City Enterprise, Inc.
52-60 Berkshire Avenue
Springfield, MA 01109

Dear Ms. Murphy:

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

Your firm's next renewal date is July 08, 2023. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

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

City Enterprise, Inc., Peter A. Jaskiewicz - General Manager/Estimator
Feb 07, 2022 13:47:25

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

Sincerely,



William M. McAvoy
Deputy Assistant Secretary and
Chief Legal Counsel



City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator
Feb 07, 2022 13:47:25

Town of Winchendon, Massachusetts
Winchendon Community Park Performing Arts Center

Document 00 43 96

COMPANY INFORMATION
(Bid Form Attachment)

The following information is furnished by the bidder for the information of the Awarding Authority:

If a Corporation:

Massachusetts

Incorporated in what state

President: Wonderlyn Murphy

Treasurer: Wonderlyn Murphy

Secretary: Wonderlyn Murphy

If a foreign corporation [incorporated or organized under laws other than laws of the Commonwealth of Massachusetts], is the corporation registered with the Secretary of State of Massachusetts? Yes....., No.....

If the bidder is selected for the work referred to above, it is required under Massachusetts General Laws (MGL) Chapter 30 Section 39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the corporation has complied with all applicable requirements set forth in the General Laws of the Commonwealth of Massachusetts.

If a Partnership: (Name All Partners)

Name of Partner:

Residence.....

Name of Partner:

Residence.....

If an Individual doing business under a firm name:

Name of Firm:

Name of Individual:

Business Address:

Residence:

End of Document

Town of Winchendon, Massachusetts
Winchendon Community Park Performing Arts Center

Document 00 45 19
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under 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.

City Enterprise Inc.

Name of Bidder

52-60 Berkshire Ave.

Address of Bidder

Springfield, MA 01109

413-726-9549

Telephone Number

BY: Wonderlyn Murphy
(Signature)
Wonderlyn Murphy

Printed Name
President

Printed Title
February 7, 2022

Date

Subscribed and sworn to before me
this 7th day of February, 2022

(Title) Notary

My commission expires January 16, 2026

End of Document



CERTIFICATE OF NON-COLLUSION

00 45 19 - page 1 of 1

Town of Winchendon, Massachusetts
WINCHENDON COMMUNITY PARK PERFORMING ARTS CENTER

**SECTION 01 22 00
UNIT PRICES**

GENERAL PROVISIONS

1.01 GENERAL

- A. The Bidders shall submit with their Bids, prices for the performance of Unit Price work. The general scope of the Unit Price work is defined within this section.
- B. The successful Bidder shall coordinate related work and modify or adjust adjacent work as necessary to ensure that work affected by each Unit Price Item is complete and fully integrated into the project.
- C. The specific quantities of Unit Price Work included in the Base Bid are provided herein. This applies to items whose exact quantities are unknown but are anticipated to exist and be encountered in the course of Earth Moving, including rock and unsuitable soils.
- D. The quantities of unit price work listed in this Section and the bid and contract forms are in addition to the quantities shown on the Contract Drawings.

1.02 REQUIREMENTS

- A. Unit Prices listed under ADDITIONS have been computed to include net cost plus overhead, profit, and bond and all other charges required to complete the work item.
- B. Unit Prices net cost include the cost of all labor, materials, equipment, disposal, and all other costs required to complete the work item.
- C. Unit Prices shall apply until the date of Contract Completion.
- D. For all site related unit price work, quantities for adjustment shall be calculated by a registered Professional Engineer or Surveyor retained by the General Contractor, as agreed to by the Architect.
- E. Methods of Measurement: Quantity of site related materials removed from the site and replaced with compacted structural fill, including but not limited to ledge, boulders, and unsuitable fill, shall be measured in place, before and after excavation by use of electronic GPS calculation, to determine the actual cubic yard volume.
- F. Materials, methods of installation, and definitions of terms set forth under the various Unit Price items in the Schedule of Unit Prices shall be as indicated in the Contract Documents.

1.03 APPLICABILITY OF UNIT PRICES

- A. Unit prices are applicable only for unsatisfactory soils or rock encountered beneath pay limits for walks, pavements, steps, concrete pads, ramps, buildings slabs, foundations and footings. The payment lines (when applicable) shall be as indicated in the Contract Documents.
- B. Prior to commencing removal or placement of materials set forth in the Schedule of Unit Prices, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect will be considered in the determination of adjustments to the Contract Sum.
- C. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect
- D. The following work shall in all cases be included in the Base Scope of Work and not be subject to Unit Prices:
 - 1. Remove trees, stumps, and other site clearing and fill those voids with satisfactory soils.
 - 2. Manage loam/topsoil.
 - 3. Trench and backfill for utilities including imported fill materials where called for in the documents.
 - 4. Raise existing grades to finish grades with satisfactory imported soil, as shown on the drawings

5. For structures and pavements: Excavation and satisfactory soil replacement adjacent to and above the lowest subgrade elevation as detailed on the drawings where such additional excavation and soil replacement is necessary to carry out the work (excavator bucket width, angle of repose, etc.)

1.04 SECTION 01.22.00 - SCHEDULE OF UNIT PRICES

- A. The unit prices listed below are those shown on the Contract Drawings and shall be included by the Contractor under the appropriate Base Bid and Alternate scope of work. Should the quantities listed below not be used by the Contractor, the total amount (or partial amount if some quantities are used) shall be credited to the Owner via change order. If additional quantities are encountered above those included in these tables, they shall be reimbursed to the Contractor on the unit price value.
- B. The unit prices provided will be used for ADD's and cover the description outlined below for each scope of work. DEDUCT's will be taken at 15% less than the ADD price to account for overhead and profit for work not done.

Item	Description	Quantity carried in base bid	Unit of Measure	Add Amount
Unit #1	Unsatisfactory soil excavation and replacement with imported soil materials as specified in Section 31 20 00 3.13-C. Unsatisfactory soil to be exported to a site within a three mile radius of the project site as designated by the Owner.	1,500	Cubic Yard	\$ <u>46.-</u>
Unit #2	Unsatisfactory soil excavation and replacement with imported soil materials as specified in Section 31 20 00 3.13-C.. Unsatisfactory soil to be reused on site beneath landscaped areas as directed by the Architect/Engineer.	500	Cubic Yard	\$ <u>42.-</u>
Unit #3	Rock excavation as specified in Section 31 20 00, and replacement with imported soil materials as specified in Section 31 20 00 3.13-C. Rock to be exported to a site within a three mile radius of the project site as designated by the Owner.	50	Cubic Yard	\$ <u>288.-</u>

END OF SECTION 01.22.00 UNIT PRICES

City Enterprise, Inc., Peter A. Jaskiewicz - General Manager/Estimator
 Feb 07, 2022 13:47:25

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

EFFECTIVE MARCH 30, 2010

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

TO ALL BIDDERS AND AWARDING AUTHORITIES

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

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

AWARDING AUTHORITIES

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

BIDDER'S AFFIDAVIT

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

02/07/2022
Bid Date

City Enterprise, Inc.
Print Name of Prime/General Contractor

Winchendon Community Park
Performing Arts Center [BDO #5394]
Project Number (or name if no number)

52-60 Berkshire Avenue - Springfield,
Business Address

Town of Winchendon
Awarding Authority

(413) 726-9549
Telephone Number

SIGNATURE =>



City Enterprise, Inc., Peter A. Jaskievic - General Manager/Estimator
Feb 07, 2022

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