

CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #18-12

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**MCGRATH TENNIS COURTS AND OFF-LEASH AREA RENOVATION**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- C. The Contractor submits the following Proposed Price, in ink and in both words and figures:

Two Hundred, Eighty-Three Thousand, Eight Hundred, Seventy- Dollars and \$ 283,873.75  
*(Proposed Price shall equal the Total Bid shown at p. 83 below.)*  
Three Dollars and Seventy-Five Cents \*\*\*\*\*

COMPANY NAME: Century Paving & Construction Corp.

- D. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Evidence of at least ten years' experience building and constructing tennis courts in the Commonwealth of Massachusetts. All examples of court construction shall be submitted with the bid.
- Certificate of Non-Collusion, 1 page
- Certificate of Foreign Corporation, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Signed Bid Form, 2 pages
- Item Sheets, 14 pages
- A five percent (5%) bid deposit.

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a labor and materials payment bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the sum not less than 50% of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/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 and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) 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 ("OSHA") 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 (3) 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 OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

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.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

- G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date August 17, 2017

Century Paving & Construction Corp.

(Name of General Bidder)

BY: 

State of Incorporation: Massachusetts

Daniel Silva, President

(Printed Name and Title of Signatory)

167 Hyacinth Street

(Business Address)

Fall River, MA 02720

(City, State Zip)

508-674-2000 , 508-674-5982

(Telephone)

(FAX)

centurypave96@comcast.net

(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: Century Paving & Construction Corp.
- 2. WHEN ORGANIZED: Nov. 06, 1995
- 3. INCORPORATED?  YES  NO DATE AND STATE OF INCORPORATION: 11/9/95 MA
- 4. IS YOUR BUSINESS A MBE?  YES  NO WBE?  YES  NO or MWBE?  YES  NO

\* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- Centre/Montello Street Roadway Improvement Project  
City of Brockton \$833,925.00 Anticipated Comp.:
- Reconstruction of Multi Use Courts at S. Attleboro Veterans Memorial Playground  
City of Brockton \$ 52,530.00 Anticipated Comp.:
- Miscell. Sidewalks Construction - 2017  
City of Worcester On Hand: \$150,000.00 Anticipated Comp.:

\* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

YES  NO  
IF YES, WHERE AND WHY?

\_\_\_\_\_  
\_\_\_\_\_

\* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT?  YES  NO

IF YES, PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_

\* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

See Attached List.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: Tennis Court Reconstruction - Whitman-Hanson Reg. High School  
OWNER: Whitman-Hanson Regional School District  
CITY/STATE: Whitman, MA

DOLLAR AMOUNT: \$ 133,997.00 DATE COMPLETED: 2016  
PUBLICLY BID? XX YES \_\_\_\_\_ NO  
TYPE OF WORK?: Tennis Court Reconstruction  
CONTACT PERSON: Ernest Sandland TELEPHONE #: (781) 389-1371  
CONTACT PERSON'S RELATION TO PROJECT?: Maint. Dir. -School District  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: Winn Brook Elementary School Tennis Court Renovations  
OWNER: Town of Belmont, MA  
CITY/STATE: Belmont, MA  
DOLLAR AMOUNT: \$ 233,685.00 DATE COMPLETED: June 2017  
PUBLICLY BID? XX YES \_\_\_\_\_ NO  
TYPE OF WORK?: Tennis Courts  
CONTACT PERSON: Jonathan Charwick TELEPHONE #: (781) 355-7046  
CONTACT PERSON'S RELATION TO PROJECT?: Architect (Activitas, Inc.)  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: Pulaski, Turner & Chew Parks Basketball Courts Renovations  
OWNER: City of Fall River  
CITY/STATE: Fall River, MA  
DOLLAR AMOUNT: \$ 94,000.00 DATE COMPLETED: 2015  
PUBLICLY BID? XX YES \_\_\_\_\_ NO  
TYPE OF WORK?: Basketball Courts  
CONTACT PERSON: Ken Pacheco TELEPHONE #: (508) 675-8420 x53704  
CONTACT PERSON'S RELATION TO PROJECT?: Former Director of Community Maint.  
(i.e., contract manager, purchasing agent, etc.)  
Current Fall River School Dept. COO

PROJECT NAME: Kennedy Park and Maplewood Park Basketball Courts Upgrades  
OWNER: City of Fall River, MA  
CITY/STATE: Fall River, MA  
DOLLAR AMOUNT: \$ 195,960.00 DATE COMPLETED: 2016  
PUBLICLY BID? XX YES \_\_\_\_\_ NO  
TYPE OF WORK?: Basketball Courts  
CONTACT PERSON: Rodney Jacques TELEPHONE #: (508) 679-5733  
CONTACT PERSON'S RELATION TO PROJECT?: Architect (Starck Architects)  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: Aug. 17, 2017 BIDDER: Century Paving & Construction Corp.

SIGNATURE: 

PRINTED NAME: Daniel Silva TITLE: President

END OF SECTION

CENTURY PAVING & CONSTRUCTION CORP.

167 HYACINTH STREET, FALL RIVER, MA 02720

EQUIPMENT LIST:

MAKE, MODEL, YEAR AND TYPE:	SERIAL NO. / Vin no.	Used for what Prequalification	Owned	*Leased
JOHN DEERE, BACKHOE LOADER, 2011 410J *	VIN#1T0410JXJBD213472		XX	
JOHN DEERE, BACKHOE, 2004 410G *	VIN#T0410GX936815		XX	
JOHN DEERE, BACKHOE, 1997 710 *	VIN#T0710DJ833604		XX	
JOHN DEERE, BACKHOE, 2012, 710K	VIN#1T0710KXHCE226690		XX	
JOHN DEERE 85D RUBBER TRACK EXCAVATOR, 2011	SN#1FF085DXHGB016518		XX	
JOHN DEERE 270D, EXCAVATOR, 2007	SN #FF270DX703548		XX	
JOHN DEERE, 135D, RUBBER TRACK EXCAVATOR, 2008	SN# FF135DX302031		XX	
MUSTANG, ME3503 MINI EXCAVATOR - 2005	SN #AD002478		XX	
JOHN DEERE, 644K WHEEL LOADER, 2012	1DW644KZLCE642452		XX	
BOBCAT S300 COMPACT LOADER, 2009	SN / ID# A5GP35264		XX	
BOBCAT 773 SKIDSTEER LOADER, 1997	SN# 509644776		XX	
BOBCAT S770, SKIDSTEER LOADER, 2017	SN#AT5A12155		XX	
LEEBOY 8616 PAVER, 2015	SN#8616-119518		XX	
LEEBOY, L8500 LD PAVER, 2008	SN#49868		XX	
SALSCO TP44 "SIDEWALK" PAVER, 2015	SN# 15060800050260389		XX	
BLAST CRETE, 688D MULTI GRADER, 1988	ID# 061388			XX
LEEBOY L400 ROLLER, 2011	SN #78265		XX	
BOMAG, 3-5 TON BW5AS3-5 ROLLER, 2004	SN #901B15803836		XX	
LEEBOY, 2 TON L300B ASPHALT ROLLER, 2003	SN #40233		XX	
BEUTHLING 2.25 TON VIBRATORY ROLLER, 2011	SN#3052578		XX	
WACKER BPU5045A REVERSIBLE COMPACTOR	SN #1234565		XX	
BOMAG, COMPACTOR, 2010			XX	
BOMAG, COMPACTOR, 2011			XX	
BOMAG, COMPACTOR, 2012			XX	
HUSKY HYDRAULIC HAMMER (HH500), 2007	SN #7R2-3036		XX	
WEBER RAMMER (SRV62), 2007	SN #7005992		XX	
SLAB, ROAD SAW, 35 HP DSL, CC3728	SN #137316 10574648		XX	
MK DIAMOND 4030GC WET ROAD SAW, 2015	SN#0001345		XX	
RL-1001S LASER -2011	SN#9C3752		XX	
BMJ UTILITY SUB PUMP - 2"	SN#R4-0103348		XX	
GRINDEX MINETTE N 3" DEWATERING PUMP, 2014			XX	

DUMPTRUCKS:			
** WESTERN STAR TRACTOR TRUCK, 2016	VIN # 5KJJAED16GPH49968		XX
** MACK CH600,TRACTOR TRUCK, 1997	VIN#1M1AA136OVW077237		XX
** PALMER SEMI-TRAILER, 2015	VIN #1P926FS23FA003217		XX
WESTERN STAR, W4900FA, 2005 TRUCK *	VIN#5KKHAECVX5PU29874		XX
MACK, CV713, 2004 TRUCK *	VIN#1M2AG11C94M009210		XX
MACK, CL713, 2001 TRUCK *	VIN#1M2AD62C71M011750		XX
MACK, DUMP, RD686S, 1985 *	VIN#1M2P140C6FA013069		XX
FREIGHTLINER, 108SD DUMP, 2016	VIN#1FVAHC8DT8GHHHA6070		XX
CATERPILAR CT660S DUMP, 2015	VIN#3HTJGTKT3FN617372		XX
FORD, 2004, F750, TRUCK *	VIN#3FRXF75414V618249		XX
FORD, F650, 2000 CABCH *	VIN#3FDNF6551YMA45853		XX
GMC, C4500, 2004 TRUCK *	VIN#1GDE4C1124F509993		XX
PICK-UPS:			
FORD, F550-DRWSUP, 2003 TRUCK *	VIN#1FDAW56P23EC50945		XX
FORD, F450, 2000 PU *	VIN#1FDXW46F3YEC63545		XX
DODGE, RAMTRUCK, 2006, PU *	VIN#1D3KS28D46J150001		XX
CHEVY, SILVERADO, 2006 PU *	VIN#1GCHK29U86E117755		XX
FORD F450 SUPERCAB, 2012	VIN#1FD0X4HT5CED20788		XX
FORD F150 PU, 2013	VIN#1FTFW1ET1DFC91354		XX
FORD F350 PICK-UP, 2016	VIN# 1FT8X3B62GEEA41843		XX
ISUZU NPR PICK-UP, 2011	VIN#JALC4W168B7002031		XX
FORD DRWSUP F350 PICK-UP, 2014	VIN#1FD8W3GT5EEB37024		XX
TRAILERS:			
BELMONT, UTILITY, 2004 TRAILER *	VIN#1B9SS16264G657262		XX
INTER., CONST., 2000 TRAILER *	VIN#1JKDLA407YA000837		XX
EAGER, CONST., 1996 TRAILER *	VIN#112H5V302TL046545		XX
CRONK, UTILITY, 1998 TRAILER *	VIN#47324192XW1110241		XX
INGER., CONSTR., 2001 TRAILER W/AIR *	VIN#325767UKL221		XX
EAGER BEAVER, UTILITY, 2007, TRAILER *	VIN#112H8V32X7L072230		XX
OTHER EQUIPMENT RENTED AS NEEDED AND AS JOB SPECIFIES.			

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.



(Signature of individual)

Daniel Silva, President

Century Paving & Construction Corp.

Name of Business

**CERTIFICATE OF FOREIGN CORPORATION**

**NOT APPLICABLE**

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

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(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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Name of person signing proposal

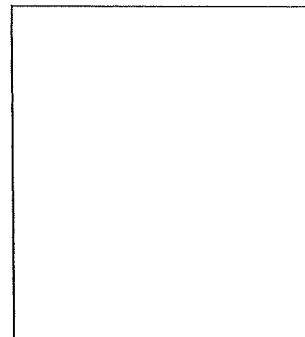
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Signature of person signing proposal

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Name of Business (Please Print or Type)

*Affix Corporate Seal here*





City of Newton



Mayor  
Setti D. Warren

**Purchasing Department**  
Nicholas Read @ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date August 17, 2017

Vendor Century Paving & Construction Corp.

Re: Debarment Letter for Invitation For Bid #18-12

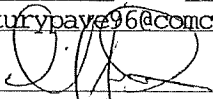
As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Daniel Silva (President) \_\_\_\_\_ (Name)  
Century Paving & Construction Corp. (Company)  
167 Hyacinth Street \_\_\_\_\_ (Address)  
Fall River, MA 02720 \_\_\_\_\_ (Address)  
PHONE 508-674-2000 FAX 508-674-5982  
EMAIL centurypave96@comcast.net \_\_\_\_\_

 \_\_\_\_\_ Signature

August 17, 2017 \_\_\_\_\_ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**ITEM SHEETS**

The Contractor shall insert prices for **ALL** Items in ink, in both words and figures, and is to show a Total Bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders Total Bid price, the Total Bid obtained by the taking the sum of the products of Item unit prices multiplied by their respective quantities shall stand as the bidder's Total Bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

For comparison purposes, the Contractors' bids are based on the sum of the Items listed below times the City's estimated quantity for each. The estimated quantities shown are based solely upon a reasonable assessment of the project parameters, and the Contractor is advised that the actual quantities may vary substantially as field conditions may warrant. Whatever the actual quantity of an Item, the unit price for each is that listed below, and the contract amount shall be adjusted upward or downward based on actual quantities used.

**THE CONTRACTOR SHALL DEMONSTRATE AT LEAST TEN YEARS' EXPERIENCE BUILDING AND CONSTRUCTING TENNIS COURTS IN THE COMMONWEALTH OF MASSACHUSETTS. ALL EXAMPLES OF COURT CONSTRUCTION SHALL BE SUBMITTED WITH THIS BID. FAILURE TO DO SO MAY RESULT IN THE INVAILDATION OF THIS BID.**

**THE CONTRACTOR SHALL BEGIN WORK NO EARLIER THAN SEPTEMBER 15<sup>TH</sup>, 2017.**

**THE CONTRACTOR SHALL NOT INTERFERE WITH ANY ADJACENT OPERATIONS.**

ITEM DESCRIPTION & BID PRICE	EST QTY	UNIT	TOTAL COST
<p>ITEM: 1 - MOBILIZATION (LAYOUT SERVICES, PHOTO RECORD, CONFERENCES, NOTIFICATIONS, ADMINISTRATION)</p> <p>THE SUM OF:  <u>Two Thousand, Five Hundred Dollars</u>                      DOLLARS</p> <p>AND <u>00</u>                      CENTS</p> <p>(\$ <u>2,500.00</u> ) PER LUMP SUM</p>	1	L.S.	\$ <u>2,500.00</u>

<p>ITEM: 2 - REMOVE &amp; DISPOSE OF THE EXISTING CHAIN LINK FENCE SYSTEM (INCLUSIVE OF COMPACTING THE RESIDUAL APERTURES)</p> <p>THE SUM OF:  <u>Two Thousand, Nine Hundred, Twenty Dollars</u>  DOLLARS</p> <p>AND <u>No</u>  CENTS</p> <p>(\$ <u>2,920.00</u> ) PER LUMP SUM</p>	1	L.S.	\$ <u>2,920.00</u>
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<p>ITEM: 3 - REMOVE &amp; DISPOSE OF AN EXISTING NET POST &amp; NET POST FOUNDATION (INCLUSIVE OF COMPACTING THE RESIDUAL APERTURE)</p> <p>THE SUM OF:  <u>Forty-Four Dollars</u>  DOLLARS</p> <p>AND <u>Sixty-Five</u>  CENTS</p> <p>(\$ <u>44.65</u> ) PER EACH</p>	8	EA.	\$ <u>357.20</u>
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<p>ITEM: 4 - EXCAVATE &amp; DISPOSE OF UNSUITABLE AND/OR SURPLUS 'SURFACE GENERATED' MATERIAL(S)</p> <p>THE SUM OF:  <u>One</u>  DOLLARS</p> <p>AND <u>No</u>  CENTS</p> <p>(\$ <u>1.00</u> ) PER CUBIC YARD</p>	1050	C.Y.	\$ <u>1,050.00</u>
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ITEM: 5 - GRAVEL FURNISHED FROM OUTSIDE THE SITE

THE SUM OF: Seventy-Four  
DOLLARS

AND Forty  
CENTS

(\$ 74.40 ) PER CUBIC YARD

245

C.Y.

\$ 18,228.00

ITEM: 6 - DENSE GRADED CRUSHED STONE

THE SUM OF: Eighty-Six  
DOLLARS

AND Sixty  
CENTS

(\$ 86.60 ) PER CUBIC YARD

132

C.Y.

\$ 11,431.20

ITEM: 7 - INITIAL PREPARATORY GRADING & GEOTEXTILE FABRIC (INSTALLED UNDER THE COURT AREA ONLY)

THE SUM OF: Seven  
DOLLARS

AND Seventy-Five  
CENTS

(\$ 7.75 ) PER SQUARE YARD

2846

S.Y.

\$ 22,056.50

<p>ITEM: 8 - TENNIS NET POST &amp; FOUNDATION</p> <p>THE SUM OF:  <u>One Thousand, Three Hundred, Eighty</u>  DOLLARS</p> <p>AND <u>No</u>  CENTS</p> <p>(\$ <u>1,380.00</u> ) PER EACH</p>	6	EA.	\$ <u>8,280.00</u>
<p>ITEM: 9 - CINCH STRAP &amp; FOUNDATION</p> <p>THE SUM OF:  <u>One hundred, Fifteen Dollars</u>  DOLLARS</p> <p>AND <u>No</u>  CENTS</p> <p>(\$ <u>115.00</u> ) PER EACH</p>	3	EA.	\$ <u>345.00</u>
<p>ITEM: 9A - TENNIS NET</p> <p>THE SUM OF:  <u>Two hundred, Thirty</u>  DOLLARS</p> <p>AND <u>00</u>  CENTS</p> <p>(\$ <u>200.00</u> ) PER EACH</p>	3	EA.	\$ <u>690.00</u>
<p>ITEM: 10 - FURNISH AND INSTALL 10' HIGH P.V.C. COATED CHAIN LINK FENCE SYSTEM (INCLUSIVE OF FRAMEWORK, FOOTINGS, FABRIC AND GATES)</p> <p>THE SUM OF:  <u>Sixty-Six</u>  DOLLARS</p> <p>AND <u>Fifteen</u>  CENTS</p> <p>(\$ <u>66.15</u> ) PER LINEAR FOOT</p>	592	L.F.	\$ <u>3,140.80</u>

<p>ITEM: 11 - 3" TYPE I-1 BITUMINOUS CONCRETE FOR TENNIS COURT PAVEMENT (INSTALLED AFTER FENCE &amp; NET POSTS HAVE BEEN SET)</p>			
<p>THE SUM OF:  <u>One hundred, Thirty-Two</u>  DOLLARS</p>	428	TON	\$ <u>50,496.00</u>
<p>AND <u>NO</u>  CENTS</p>			
<p>(\$ <u>132.00</u> ) PER TON</p>			

<p>ITEM: 12 - SEALCOAT &amp; STRIPING OF TENNIS COURT SYSTEMS</p>			
<p>THE SUM OF:  <u>Twenty Thousand</u>  DOLLARS</p>			
<p>AND <u>NO</u>  CENTS</p>	1	L.S.	\$ <u>20,000.00</u>
<p>(\$ <u>20,000.00</u> ) PER LUMP SUM</p>			

<p>ITEM: 13 - DISTRIBUTE, GRADE/REGRADE &amp; SEED ALL LOAM MATERIALS</p>			
<p>THE SUM OF:  <u>Seven</u>  DOLLARS</p>			
<p>AND <u>Twenty</u>  CENTS</p>	1633	SY.	\$ <u>11,757.60</u>
<p>(\$ <u>7.20</u> ) PER SQUARE YARD</p>			

<p>ITEM: 14- SUPPLEMENTAL LOAM (IF ORDERED BY THE ENGINEER)</p> <p>THE SUM OF:  <u>Twenty- Eight</u>  DOLLARS</p> <p>AND <u>Thirty- Five</u>  CENTS</p> <p>(\$ <u>28.35</u> ) PER CUBIC YARD</p>	210	C.Y.	\$ <u>5,953.50</u>
<p>ITEM: 15 - REMOVE &amp; RESET PARK BENCH</p> <p>THE SUM OF:  <u>One hundred, Eighty</u>  DOLLARS</p> <p>AND <u>100</u> CENTS</p> <p>(\$ <u>180.00</u> ) PER EACH</p>	1	EA.	\$ <u>180.00</u>
<p>ITEM: 16 - 6' GREEN WINDSCREEN</p> <p>THE SUM OF:  <u>Twenty- One</u>  DOLLARS</p> <p>AND <u>Thirty</u> CENTS</p> <p>(\$ <u>21.30</u> ) PER LINEAR FOOT</p>	170	LF.	\$ <u>3,621.00</u>
<p>ITEM: 17 - TEMPORARY GRAVEL DRIVEWAY</p> <p>THE SUM OF:  <u>Nine</u>  DOLLARS</p> <p>AND <u>Thirty- Five</u> CENTS</p> <p>(\$ <u>9.35</u> ) PER SQUARE YARD</p>	770	SY.	\$ <u>7,199.50</u>

ITEM: 18 - ALLOWANCE FOR MISCELLANEOUS WORK (ENGINEERS DISCRETIONARY FUND)  THE SUM OF: <u>TEN THOUSAND</u> DOLLARS  AND _____ NO _____ CENTS  (\$ <u>10,000.00</u> ) PER ALLOWANCE	1	ALL	\$ 10,000
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ITEM: 19 - FURNISH & MOUNT SAFETY & SPECIALTY SIGNBOARD (INCLUDING THE POST SYSTEM)  THE SUM OF: <u>Twenty-Five</u> DOLLARS  AND <u>No</u> CENTS  (\$ <u>25.00</u> ) PER SQUARE FOOT	36	S.F.	\$ <u>900.00</u>
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ITEM: 20 - SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS  THE SUM OF: _____ DOLLARS  AND <u>Fifty</u> CENTS  (\$ <u>.50¢</u> ) PER DRUM DAY	675	D.D.	\$ <u>337.50</u>
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<p>ITEM: 21 - ALLOWANCE FOR MATERIALS TESTING</p> <p>THE SUM OF:  <u>FIVE HUNDRED</u>  DOLLARS</p> <p>AND <u>NO</u> CENTS</p> <p>(\$ <u>500.00</u> ) PER ALLOWANCE</p>	1	ALL	\$ 500
<p>ITEM: 22 - ALLOWANCE FOR PAYMENT OF POLICE OFFICERS</p> <p>THE SUM OF:  <u>TWO THOUSAND</u>  DOLLARS</p> <p>AND <u>NO</u> CENTS</p> <p>(\$ <u>2,000.00</u> ) PER ALLOWANCE</p>	1	ALL	\$ 2,000
<p>ITEM: 23 - MANUFACTURED 'SILT SACK' FOR CATCHBASIN (SEDIMENTATION CONTROL)</p> <p>THE SUM OF:  <u>Sixty-Six</u>  DOLLARS</p> <p>AND <u>NO</u> CENTS</p> <p>(\$ <u>66.00</u> ) PER EACH</p>	7	EA.	\$ <u>462.00</u>
<p>ITEM: 24 - FURNISH &amp; INSTALL 4' CHAIN LINK FENCE</p> <p>THE SUM OF:  <u>Thirty-Two</u>  DOLLARS</p> <p>AND <u>Fifty</u> CENTS</p> <p>(\$ <u>32.50</u> ) PER LINEAR FOOT</p>	78	L.F.	\$ <u>2,535.00</u>

ITEM: 24A - 4' CHAIN LINK GATE WITH GATE POSTS

THE SUM OF:

Eighty  
DOLLARS

AND NO  
CENTS

(\$ 80.00 ) PER LINEAR FOOT

10

L.F.

\$ 800.00

ITEM: 24B - CHAIN LINK FENCE REMOVE AND RESET

THE SUM OF:

Sixteen  
DOLLARS

AND Twenty-Five  
CENTS

(\$ 16.25 ) PER LINEAR FOOT

11

L.F.

\$ 178.75

ITEM: 24C - FENCE GATE AND GATE POSTS REMOVED AND RESET

THE SUM OF:

Two Hundred, Thirty  
DOLLARS

AND NO  
CENTS

(\$ 230.00 ) PER EACH

2

EA.

\$ 460.00

ITEM: 25 - TREE PROTECTION

THE SUM OF:

Forty - One  
DOLLARS

AND Eighty  
CENTS

(\$ 41.80 ) PER EACH

11

EA.

\$ 459.80

<p>ITEM: 26 - NOT USED</p> <p>THE SUM OF:</p> <p>_____</p> <p>DOLLARS</p> <p>AND _____</p> <p>CENTS</p> <p>(\$ _____) PER</p>			<p>\$ _____</p>
<p>ITEM: 27 - NOT USED</p> <p>THE SUM OF:</p> <p>_____</p> <p>DOLLARS</p> <p>AND _____</p> <p>CENTS</p> <p>(\$ _____) PER</p>			<p>\$ _____</p>
<p>ITEM: 28 - DRAINAGE STRUCTURE REMODELED</p> <p>THE SUM OF:</p> <p><u>One Thousand, Three Hundred, Eighty-Five</u></p> <p>DOLLARS</p> <p>AND <u>100</u></p> <p>CENTS</p> <p>(\$ <u>1,385.00</u>) PER EA</p>	<p>1</p>	<p>EA.</p>	<p>\$ <u>1,385.00</u></p>
<p>ITEM: 29 - REMOVE AND DISPOSE OF 4' CHAIN LINK FENCE</p> <p>THE SUM OF:</p> <p><u>Six</u></p> <p>DOLLARS</p> <p>AND <u>Ten</u></p> <p>CENTS</p> <p>(\$ <u>6.10</u>) PER FOOT</p>	<p>90</p>	<p>FT.</p>	<p>\$ <u>549.00</u></p>

<p>ITEM: 30 – HOT MIX ASPHALT CURB</p> <p>THE SUM OF: <u>Seven</u></p> <p>DOLLARS</p> <p>AND <u>Sixty-Five</u></p> <p>CENTS</p> <p>(\$ <u>7.65</u> ) PER FOOT</p>	150	FT.	\$ <u>1,147.50</u>
<p>ITEM: 31 – DOUBLE CRUSHED STONE DUST SURFACING</p> <p>THE SUM OF: <u>Sixty-Five</u></p> <p>DOLLARS</p> <p>AND <u>No</u></p> <p>CENTS</p> <p>(\$ <u>65.00</u> ) PER CUBIC YARD</p>	120	CY	\$ <u>7,800.00</u>
<p>ITEM: 32 – NOT USED</p> <p>THE SUM OF:</p> <p>DOLLARS</p> <p>AND</p> <p>CENTS</p> <p>(\$ _____ ) PER</p>			\$ _____
<p>ITEM: 33 – LEACHING BASIN</p> <p>THE SUM OF: <u>Three Thousand, Three Hundred, Forty</u></p> <p>DOLLARS</p> <p>AND <u>No</u></p> <p>CENTS</p> <p>(\$ <u>3,340.00</u> ) PER EACH</p>	2	EA.	\$ <u>6,680.00</u>

<p>ITEM: 38 - 7'-6" TENNIS BENCH</p> <p>THE SUM OF:  <u>Seven hundred, Twenty</u>  DOLLARS</p> <p>AND <u>NO</u>  CENTS</p> <p>(\$ <u>720.00</u> ) PER EACH</p>	2	EA.	\$ <u>1,440.00</u>
<p>ITEM: 39 - COMPOST FILTER TUBES</p> <p>THE SUM OF:  <u>Seven</u>  DOLLARS</p> <p>AND <u>Twenty</u>  CENTS</p> <p>(\$ <u>7.20</u> ) PER LINEAR FOOT</p>	775	LF.	\$ <u>5,580.00</u>
<p>ITEM: 40 - FOREST PANSY 'EASTERN REDBUD'</p> <p>THE SUM OF:  <u>Six hundred, Ninety-Five</u>  DOLLARS</p> <p>AND <u>NO</u>  CENTS</p> <p>(\$ <u>695.00</u> ) PER EACH</p>	2	EA.	\$ <u>1,390.00</u>
<p>ITEM 41 - TEST PIT FOR EXPLORATION</p> <p>THE SUM OF:  <u>Seventy-Six</u>  DOLLARS</p> <p>AND <u>Seventy-Five</u>  CENTS</p> <p>(\$ <u>76.75</u> ) PER CUBIC YARD</p>	10	CY.	\$ <u>767.50</u>

<p><b>ITEM 42 – WATER FOR ROADWAY DUST CONTROL</b></p> <p>THE SUM OF: <u>One</u></p> <p>DOLLARS</p> <p>AND <u>100</u></p> <p>CENTS</p> <p>(\$ <u>1.00</u> ) PER MEGA GALLONS</p>	67	MGL	\$ <u>67.00</u>
<p><b>ITEM 43 – IRRIGATION SYSTEM</b></p> <p>THE SUM OF: <u>Nine Thousand</u></p> <p>DOLLARS</p> <p>AND <u>NO</u></p> <p>CENTS</p> <p>(\$ <u>9,000.00</u> ) PER LUMP SUM</p>	1	LS	\$ <u>9,000.00</u>

TOTAL BID: 263,873.75

*The Total for all Bid items must be inserted in Paragraph "C" of the BID FORM (p. 9).*

**END OF BID ITEMS**

**P u r c h a s i n g**  
**CITY - CONTRACTOR AGREEMENT**

**CONTRACT NO. C - 3640**

THIS AGREEMENT made this 20th day of November in the year Two Thousand and Seventeen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

**Century Paving & Construction Corp**  
Attn: Daniel Silva  
167 Hyacinth Street  
Fall River, Massachusetts 02720  
508-674-2000 / 508-674-5982  
Centurypave96@comcast.net

The parties hereto for the considerations hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

**MCGRATH TENNIS COURTS AND OFF-LEASH AREA RENOVATION**  
\$283,873.75

Two Hundred Eighty Three Thousand Eight Hundred Seventy Three & 75/100s Dollars

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract within ninety (90) days of a written notice of the City to proceed. Notwithstanding any provision in the Project Manual or specifications to the contrary, such notice shall be issued in the spring of 2018 and it is anticipated that all work shall be completed by June 30, 2018. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #18-12 issued by the Purchasing Department;
- c. The Project Manual for: **MCGRATH TENNIS COURTS AND OFF-LEASH AREA RENOVATION** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) 1 \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates:           N/A          

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**  
Century Paving & Construction Corp

By 

Print Name Daniel Silva

Title President

Date November 30, 2017

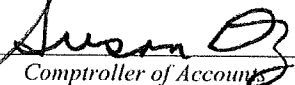
*Affix Corporate Seal Here*

Certified that City funds are available in the following account number:

13D6027-52409 - \$70,873.75


35A60203-52409 - \$213,000-

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By   
*Comptroller of Accounts*

Date 12/14/17

**CITY OF NEWTON**


By   
*Chief Procurement Officer*

Date 12.11.17

By   
*Commissioner of Parks & Recreation*

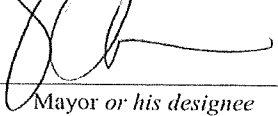
Date 12/14/17

Approved as to Legal Form and Character

By   
*Associate City Solicitor*

Date 12/14/17

**CONTRACT & BONDS ARE APPROVED**

By   
*Mayor or his designee*

Date \_\_\_\_\_



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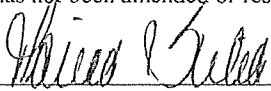
**CERTIFICATE OF AUTHORITY - CORPORATE**

1. I hereby certify that I am the Clerk/Secretary of Century Paving & Construction Corp.  
(insert full name of Corporation)
2. corporation, and that Daniel Silva  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected President  
(insert the title of the officer in line 2)
4. of said corporation, and that on November 11, 2017  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. Daniel Silva the President  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST:  *AFFIX CORPORATE SEAL HERE*  
(Signature of Clerk or Secretary)\*
7. Name: Marina Silva  
(Please print or type name in line 6)\*
8. Date: November 30, 2017  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual (Mandatory)

\_\_\_\_\_  
FIN # 04-3293893  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name: \_\_\_\_\_

Date: Nov. 30, 2017

OR

Century Paving & Construction Corp.

Company Name  
(Corporation, Partnership, LLC, etc.)

By: \_\_\_\_\_  
\*\*Corporate Officer (Mandatory) President

Print Name: Daniel Silva

Date: November 30, 2017

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

Attachment A

CITY OF NEWTON

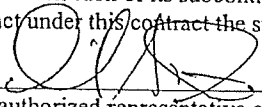
Contractor's Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Century Paving & Construction Corp. certifies that:  
Contractor's Name

1. it intends to use the following listed construction trades in the work under the contract  
laborers and mechanics and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

  
\_\_\_\_\_  
(Signature of authorized representative of Contractor)  
Daniel Silva, President

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints shall be forwarded immediately to the City, and a copy shall be sent to the Human Rights Commission; any complaints received by the City shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.