

P u r c h a s i n g

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR ENGINEERING DIVISION
(M.G.L. Ch. 30, Sec. 39m)

C-31281

Mr. Paul Chouinard

Cali Corporation

5 Victoria Circle

Natick, Ma 01760

508.653.3526

Contract Period: fully executed – December 31, 2013

Contract Value: \$78,000.00

PROJECT MANUAL:

CIVIL WAR MONUMENT REPAIRS AT NEWTON CEMETERY

INVITATION FOR BID #13-66

MARCH 2013 - Setti D. Warren, Mayor

CITY OF NEWTON

COPY

DEPARTMENT OF PURCHASING

BID FORM #13-66

A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

**CIVIL WAR MONUMENT REPAIRS
AT NEWTON CEMETERY**

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, 2, _____, _____,

C. The proposed contract price is as follows per the attached Price Schedules:

BASE BID (dismantle, clean, construct retaining wall, and reinstall monument) \$ 74,000⁰⁰ / 100
(SEVENTY FOUR THOUSAND AND NO/100)
ALTERNATE 1 - OBELISK CLEANING (LUMP SUM) \$ 4,000⁰⁰ / 100
(FOUR THOUSAND AND NO/100)

Combined Price of Base Bid and Alternate One DOLLARS (\$ 78,000⁰⁰ / 100)
(SEVENTY EIGHT THOUSAND AND NO/100)

COMPANY: CALI CORPORATION

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

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- 5% Bid Surety

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 1/2 % 10 Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

F. The undersigned agrees that, if s/he is selected as general contractor, s/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 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.

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.

Date 4/2/13

CALL CORPORATION
(Name of General Bidder)

BY: *Paul E. Chouinard*
MASS.
PAUL E. CHOUINARD, PRESIDENT
(Printed Name and Title of Signatory)

5 VICTORIA CIR.
(Business Address)

NATICK, MA. 01760
(City, State, Zip)

(508)-653-3526 (SAME)
(Telephone) (FAX)

NONE
(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 for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: CALI CORPORATION
- 2. WHEN ORGANIZED: 1985
- 3. INCORPORATED? YES NO DATE AND STATE OF INCORPORATION: 1985, MASS.
- 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:
JUNCTION PARK RECONSTRUCTION, \$175,000-, MAY 2013
- * 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:
CAT 936 LOADER
CAT 420 D BACKHOE
CAT 304.5 MINI EXCAVATOR
BOBCAT 843 SKID STEER
INTERNATIONAL 6 WHEEL DUMP TRUCK
- * 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: JUNCTION PARK RECONSTRUCTION
OWNER: TOWN OF CONCORD DPW
CITY/STATE: CONCORD, MA.

DOLLAR AMOUNT: \$ 175,000- DATE COMPLETED: MAY 2013
PUBLICLY BID? YES NO
TYPE OF WORK?: PUBLIC PARK RECONSTRUCTION, RESET HISTORIC TRACKS
CONTACT PERSON: CHRIS OLBROT TELEPHONE #: (978) 318-3210
CONTACT PERSON'S RELATION TO PROJECT?: TOWN ENGINEER
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: PUBLIC SAFETY BLDG. FLOODWALL IMPROVEMENT PROJECT
OWNER: TOWN OF NORTH READING
CITY/STATE: NORTH READING, MA
DOLLAR AMOUNT: \$ 140,000- DATE COMPLETED: JUNE 2011
PUBLICLY BID? YES NO
TYPE OF WORK?: EXTEND CONCRETE FLOODWALL
CONTACT PERSON: MIKE SORAGHAN TELEPHONE #: (978) 357-5226
CONTACT PERSON'S RELATION TO PROJECT?: TOWN ENGINEER
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: CAMBRIDGE CEMETERY STAIRCASE RESTORATIONS
OWNER: CITY OF CAMBRIDGE
CITY/STATE: CAMBRIDGE, MASS.
DOLLAR AMOUNT: \$ 30,000- DATE COMPLETED: 2009, JUNE
PUBLICLY BID? YES NO
TYPE OF WORK?: RAISE, CLEAN, RESET STAIRS + CURBING
CONTACT PERSON: JAMES RYAN TELEPHONE #: (617) 349-4890
CONTACT PERSON'S RELATION TO PROJECT?: SUPERINTENDENT OF CEMETERIES
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: VINE LAKE CEMETERY STEP PRESERVATION PROJECT
OWNER: TOWN OF MEDFIELD HISTORICAL COMMISSION
CITY/STATE: MEDFIELD, MA.
DOLLAR AMOUNT: \$ 43,000- DATE COMPLETED: JULY 2007
PUBLICLY BID? YES NO
TYPE OF WORK?: REBUILD STAIRS AND LANDINGS AT HISTORIC AREA OF CEMETERY
CONTACT PERSON: MARTHA LYON TELEPHONE #: (413) 586-4178
CONTACT PERSON'S RELATION TO PROJECT?: PROJECT ENGINEER
(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 in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: 4/2/13 BIDDER: CALI CORPORATION
SIGNATURE: Paul E. Chouinard
PRINTED NAME: PAUL E. CHOUINARD TITLE: PRESIDENT

END OF SECTION

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)



Name of Business

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 4/2/13

Vendor CALL CORPORATION

Re: Debarment Letter for Invitation For Bid # 13-66

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.

PAUL E. CHOUINARD (Name)
CALL CORPORATION (Company)
5 VICTORIA CIR. (Address)
NATICK, MA. 01760 (Address)
PHONE 508-653-3526 FAX SAME
EMAIL NONE
Paul E. Chouinard Signature
4/2/13 Date

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

P U R C H A S I N G
CITY-CONTRACTOR AGREEMENT

CONTRACT NO. C-3128

THIS AGREEMENT made this 2nd day of May in the year Two Thousand and Thirteen 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

Mr. Paul Chouinard
Call Corporation
5 Victoria Circle
Natick, MA 01760
508-653-3526 / 508-653-3526
Email Address: NONE

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration 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:

CIVIL WAR MONUMENT REPAIRS AT NEWTON CEMETERY

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. 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 a sum not to exceed:

SEVENTY EIGHT THOUSAND DOLLARS
(\$78,000.00)

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 #13-66 issued by the Purchasing Department;
- c. The Project Manual for **Civil War Monument Repairs at Newton Cemetery** 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) 1,2 ;
- 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.

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: 1

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
Call Corporation

By *Paul E. Chouinard*

Print Name PAUL E. CHOUINARD

Title PRESIDENT

Date 5/22/13

Affix Corporate Seal Here

No City funds are required for this contract.

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

By *Regina Zgarbelle*
Comptroller of Accounts

Date _____

CITY OF NEWTON

By *Nicholas...*
Chief Procurement Officer

Date 5.31.13

By *DR...*
Commissioner of Public Works

Date 5/31/13

Approved as to Legal Form and Character

By *Roland...*
Associate City Solicitor

Date 6/4/13

CONTRACT AND BONDS APPROVED

By *Robert K. Rooney*
Mayor or his designee

Date 6-6-13

CERTIFICATE OF AUTHORITY - CORPORATE

- 1. I hereby certify that I am the Clerk/Secretary of CALI CORPORATION
(insert full name of Corporation)
- 2. corporation, and that PAUL E. CHOUINARD
(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 1/3/13
(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. PAUL E. CHOUINARD 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: Martha Chouinard *AFFIX CORPORATE SEAL HERE*
(Signature of Clerk or Secretary)*
- 7. Name: MARTHA CHOUINARD
(Please print or type name in line 6)*
- 8. Date: 5/22/13
(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.*

CALI CORPORATION

**Signature of Individual or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number (Voluntary) or Federal Identification Number

Print Name: PAUL E. CHOUINARD, PRES.

By: [Signature] Date: 5/22/13
Corporate Officer (Mandatory, if applicable)

Print Name: PAUL E. CHOUINARD, PRES.

- * 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 B

CITY OF NEWTON

Contractors 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

CALI CORPORATION Certifies that:
Contractor's Name

1. it tends to use the following listed construction trades in the work under the contract

ENGINEER, LABORER, CARPENTER and

2. will comply with the minority manpower ration 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.

Paul E. Chouinard, PRES.
(Signature of authorized representative of Contractor)

PAUL E. CHOUINARD

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 within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, Call Corporation as PRINCIPAL, and Western Surety Company, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of Thirty Nine Thousand Dollars (\$39,000.00) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of 5/2, 2013, for the construction of Civil War Monument Repairs at Newton Cemetery in Newton, Massachusetts.
(Project Title) CONTRACT # C-3128

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.J. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this 17 day of May, 2013.

PRINCIPAL
Call Corporation

SURETY
Western Surety Company

BY Paul E. Chouinard
(SEAL) PAUL E. CHOUINARD
PRESIDENT
(Title)

BY Maura J. Milewski
(ATTORNEY-IN-FACT) (SEAL)
Maura J. Milewski

ATTEST: Kristen Chouinard

ATTEST: Richard C. Traina
Richard C. Traina



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61690780

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Maura J Milewski

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Cali Corporation

Obligee: City of Newton

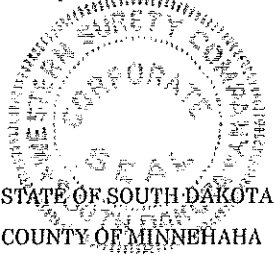
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 1st, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of May, 2013.

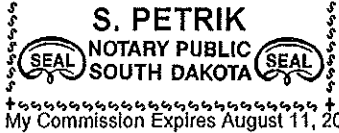


WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 17th day of May, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of May, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF Massachusetts
COUNTY OF _____

} ss (Attorney-in-Fact)

Bond No. 61690780

On this 19th day of May, 2013, before me, a notary public in and for said County, personally appeared Maura J Milewski to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Maura J Milewski acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at 44 main st.
Sterling, MA, the day and year last above written.

My commission expires _____

Angela M Blair

Notary Public

Form 106-4-2000



ANGELA M. BLAIR
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 15, 2013



CERTIFICATE OF LIABILITY INSURANCE

CALIC-2 OP ID: MJM

DATE (MM/DD/YYYY)

06/05/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Traina & Traina Ins. Agcy. Inc PO Box 489 44 Main Street Sterling, MA 01564	978-422-7700	CONTACT NAME: Angela Blair	
	978-422-8106	PHONE (A/C, No, Ext): 978-422-7700	FAX (A/C, No): 978-422-8106
		E-MAIL ADDRESS: angela@ttiai.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : American Fire & Casualty Co	24066
		INSURER B : Excelsior Insurance Company	11045
		INSURER C : Peerless Insurance Company	24198
		INSURER D : A.I.M Mutual Ins Companies	
		INSURER E : Torus National Insurance Co.	25496
		INSURER F :	

INSURED
Cali Corporation
5 Victoria Circle
Natick, MA 01760

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	BLA53668335	12/19/12	12/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		BA-1068726	08/30/12	08/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CU 8929960	12/19/12	12/19/13	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	TO BE ISSUED BY COMPANY			WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
E	Excess Liability		71978F130ALI	03/04/13	12/19/13	Ea. Occur 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract #C-3128 Civil War Monument Repairs at Newton Cemetary (IFB #13-66). The City of Newton & the Newton Cemetary Corporation are named as additional insureds with respect to General Liability.

CERTIFICATE HOLDER

NEWTO-5

City of Newton
Nicholas Read
Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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