

Paul J. Sch.

[illegible]

SECTION 00 41 13

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for **Cottage Housing Relocation and Upgrades Project** in Truro, Massachusetts, in accordance with the accompanying plans and specifications prepared by Weston & Sampson Engineers, Inc. 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.

C. The proposed contract price is one million Five Hundred dollars (\$1,546,770.)
Forty Six Thousand Seven Hundred Seventy

D. The proposed contract price (**Base Bid**) is as follows:

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

Item 2 is:

Total Base Bid: one million one Hundred Thirty Seven Thousand Six Hundred Ten dollars
(in words)

(\$ 1,137,610)
(in numbers)

For Alternate #1 (Place Pamet Cottage on new foundations)

Add \$ 325,500.00 dollars
(in numbers)

For Alternate #2 (Renovations and Additions to Pamet Cottage)

Add \$ 725,500.00 dollars
(in numbers)

- E. The subdivision of the proposed contract price is as follows:
 Item 1. The work of the general contractor, being all work other than covered by Item 2

Total Base Bid \$ 1,137,610⁻
 Total Base Bid Plus Alternate #1 \$ 1,463,110⁻
 Total Base Bid Plus Alternate #2 \$ 1,863,110⁻

Item 2. Sub-bids as follows:

Sub Trade	Name of Sub-Bidder	Base Bid \$	Base Bid + Alt #2 Amount	Bond Required "Y" or "N"
2a. Plumbing (Spec Section 22 00 01)	ROBERT IRVING & SONS	61,860.00	114,540.00	N
2b. HVAC (Spec Section 23 00 01)	ARMJO BROS Plumbing Heating	97,300.00	184,700.00	N
2c. Electrical (Spec Section 26 00 01)	American Elec	350,000.00	350,000.00	N
Totals for Item 2		409,160.00	649,240.00	N

(Alternate #1 is entirely the responsibility of the General Contractor and does not include work for item 2 Sub-Bidders)

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 it is selected as general contractor, it 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 it is selected as general contractor, it 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.

The undersigned hereby certifies that it 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 it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 211 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of the \$ 100 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where Federal approval is not required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval.

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

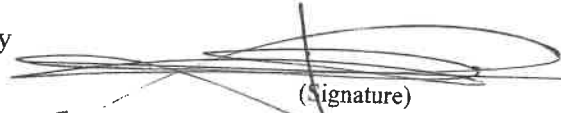
Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement.

Respectfully submitted:

Date 3-13-24

By


(Signature)

TIMOTHY KLINK

(Name - Typed or Printed)

President

(Title)

(SEAL - if bid is by a corporation)

Land Cape Inc dba: Coastal Custom Builders
(Business Name)

550819978

(Federal ID Number)

4665 Route 6

(Business Address)

Eastham MA

(City and State)

02642

508-240-2114

(Telephone Number)

—
(Fax Number)

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Land Cape, Inc. dba Coastal Custom Builders
4665 Route 6
Eastham, MA 02642

OWNER:

(Name, legal status and address)

Town of Truro
24 Town Hall Road
Truro, MA 02666

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:

(Name, location or address, and Project number, if any)
Cottage Housing Relocation and Upgrades Project
25 South Highland Road, Truro, MA 02666

Bond Number: 459675

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

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.

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.

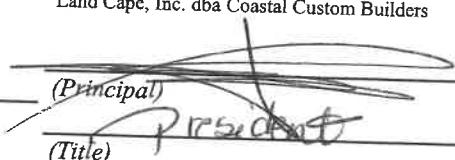
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

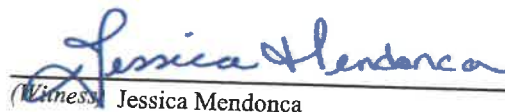
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 13th day of March, 2024

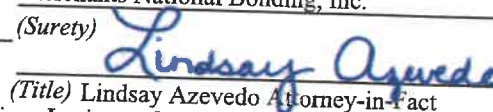
Land Cape, Inc. dba Coastal Custom Builders


(Witness)


(Principal) (Seal)
(Title)


(Witness) Jessica Mendonca

Merchants National Bonding, Inc.
(Surety)


(Title) Lindsay Azevedo Attorney-in-Fact



CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Bond #: 459675

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lindsay Azevedo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of March, 2024.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

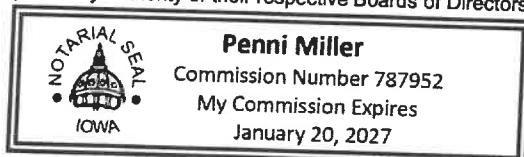


By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of March, 2024.



William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor
Larry Taylor, President



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR
BOSTON, MA 02108
(617) 727-4050

MAURA T. HEALEY
GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

ADAM BAACKE
COMMISSIONER

Prime
Certificate of Contractor Eligibility
CONTRACTOR IDENTIFICATION NUMBER: 4102

This Certificate Shall be Used for Submitting Prime Bids Only.

1. **CERTIFICATION PERIOD:** This Certificate is valid from November 29, 2023 to November 28, 2024*
2. **CONTRACTOR'S NAME:** Land Cape, Inc. DBA Coastal Custom Builders
3. **CONTRACTOR'S ADDRESS:** 4665 ROUTE 6
EASTHAM, MA 02642
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: | 5 |
| Average Project Evaluation Rating: | 97 |
| Number of Projects Below Passing: | 0 |
6. **PROJECT LIMITS:**
- | | |
|--------------------------------------|-------------|
| Single Project Limit (SPL): | \$500,000 |
| Aggregate Work Limit (AWL): | \$1,000,000 |
| General Building Construction Limit: | \$500,000 |

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

Adam Baacke, Commissioner

11/29/2023

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: MD

PRIME/GENERAL UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §4D)

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.

3-13-2024
Bid Date

Landscape Inc. dba Coastal Custom Builders
Print Name of Prime/General Contractor

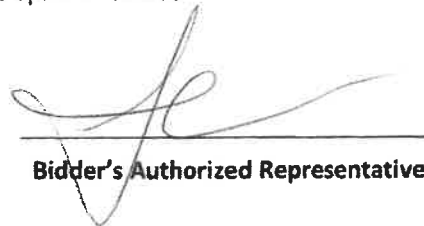
TRURO Housing relocation
Project Number
(or name if no number)

4665 Route 6 Eastham, MA 02642
Business Address

Town of Truro
Awarding Authority

508-240-2114
Telephone Number

SIGNATURE⇒


Bidder's Authorized Representative

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
First Landing Park	GC	\$790,000.00	6-1-2020	7-05-21
Provincetown MA Taylor Bray Farm	GC	\$490,000.00	6-11-2021	10-31-22
Yarmouth MA	Renovation/Const	\$490,000.00	6-11-2021	10-31-22
Harbor Hill condominiums	GC	\$334,948.00	5-1-23	6-1-23
Provincetown MA Barnstable County Fire Facility	Const/Remo	\$580,350.00	11-23	3-24
	GC			

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
First Landing PARK	OWNER: Town of Provincetown	Elizabeth Verde	508-487-7060
	DESIGNER: RAY Dunetz	Same	617-524-6265
	GC: Coastal Custom Builders	Tim Klink	508-240-2114
Taylor Bray FARM	OWNER: Town of Yarmouth	Jess Colby	508-398-2231
	DESIGNER: Coastal Engineering	J Bologna	508-255-6511
	GC: Coastal Custom Builders	Tim Klink	508-240-2114
Harbor Hill Condominium	OWNER: Town of Provincetown	Elizabeth Verde	508-487-7060
	DESIGNER:		
	GC: Coastal Custom Builders	Tim Klink	508-240-2114
Barnstable County Fire Facility	OWNER: Barnstable County		
	DESIGNER: Fire Facilities Inc		
	GC: Coastal Custom Builders	Paul Rizuola	508-419-2860
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR COMPANY HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
LIVE FIRE TRAINING FACILITY Yarmouth	GC	1-1-23 11-29-23	yes	348,500 -	10%	360,000.00	3 months	12
Taylor Brook Farm	GC	5-24-24	yes	139,108 -	100			

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ 12

- Column 8 • If less than one year is left in the project schedule, write 1.
 • If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH CURRENTLY HELD PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Live Fire Training Facility	OWNER: Barnstable County	Paul Ruzala	508-419-2860
	DESIGNER: Fire Facility Inc	DAVID TUSIO	352-227-1954
	GC: Coastal Custom Builders	Tim Klink	508-240-2114
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? ☐ YES ☒ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? ☐ YES ☒ NO

If you have answered YES to either question, explain. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

	YES	NO
5.A. Has your Company been terminated prior to completion of a Contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.E. Has a payment or performance bond been invoked against your Company on any Contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

The term “administrative proceeding” as used in this Prime Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

	YES	NO
6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION
Timothy KLINK	Manager

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (including changes in ownership, mergers, or asset/stock sales), financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☒ No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.