

### APPLICATION FOR DRAIN LAYING

Nonrefundable Application Fee \$275.00

Date August 23, 2016

FOR CITY CLERK'S OFFICE ONLY	
Date Recorded	<u>10/7/16</u>
Amount Paid	<u>*275.00</u>

- New Application
- Renewing Application with Additions or Changes
- Renewing Application with NO Additions or Changes

Business (DBA) Name: Jones Contracting Inc. Phone: 508-668-7888

Applicant's Federal Employer Identification Number: 34-2019549

Applicant's Legal Name: Jones Contracting Inc.

Applicant's Address (with Zip Code): 735 Washington St, Walpole, MA 02081

Mailing Name (where we should send correspondence to): Jones Contracting Inc.

Mailing Address (with Zip Code): 735 Washington St, Walpole, MA 02081

Emergency Contact: Russell Jones Phone: 508-404-0193

Type of Business (Check Only One and Provide the Names Indicated):

**Sole Proprietor:** Name of Owner: \_\_\_\_\_

**Partnership (inc. LLP):** Name of Partnership: \_\_\_\_\_  
Names of All Partners Who Own More Than 10%: \_\_\_\_\_

**Trust:** Name of Trust: \_\_\_\_\_  
Names of All Trustees Who Own More Than 10%: \_\_\_\_\_

**Corporation:** Name of Corporation: Jones Contracting Inc.  
Name of President: Russell E. Jones  
Name of Secretary: Jeanette C. Jones Name of Treasurer: Russell E. Jones

**LLC:** Name of LLC: \_\_\_\_\_  
Names of All Managers Who Own More Than 10%: \_\_\_\_\_

**Other** (Attach a Description of the Form of Ownership and the Names of Owners)

Business (DBA) Name: Jones Contracting Inc.

Attach a Drain Layers Bond in the amount of \$10,000.

**ACKNOWLEDGEMENT**

I hereby state that all information provided on this application is true and accurate, and I understand that any information that is found to be false or misleading may result in the forfeiture of this license. This license will be subject to all of the terms, conditions, and limitations set forth in the Somerville Code of Ordinances, any applicable State and Federal laws, and any conditions prescribed by the City of Somerville. I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Signature of Applicant:  Date: 8/23/16

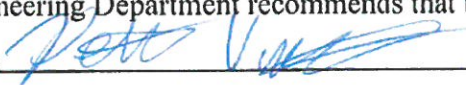
Print Name: Rossen G. Jones Phone: 508-404-0193

**FOR ALL APPLICANTS WITHOUT A CURRENT LICENSE:**

**ENGINEERING DEPARTMENT RECOMMENDATION:**

Fax letters of recommendation from three municipal references to the Engineering Department at 617 625-4454. After you've faxed the references, contact them at 617 625-6600 x5400 to arrange for the following sign-off.

The Engineering Department recommends that the application be:  Approved  Denied

Signature  Date 10/3/16

# CITY OF SOMERVILLE

SOMERVILLE • MASSACHUSETTS 02145

DPW - ENGINEERING DEPARTMENT

1 FRANEY ROAD ~ 1<sup>ST</sup> FLOOR

PHONE: 617-625-6600 • FAX: 617-625-4454

Dear Licensed Drainlayers,

As you are aware, a drainlayer's license entitles an individual to make application for a permit to lay pipe and install appurtenances, with the proper approvals, in City Right-of-Ways, for the purpose of conveying sanitary waste water, surface and subsurface runoff, potable water, and to undertake other permitted and approved work within the limits of public ways and easements or which might have impact on systems that affect the public health & safety and the integrity of the City's Infrastructure.

The City of Somerville, through the DPW – Engineering Department, is hereby issuing to each licensed drainlayer a new Permit Manual that explains and defines the City's standards for work in and around the City's Infrastructure. A digital copy of this manual can be found, and printed for your records, at <http://www.somervillema.gov/departments/dpw/engineering>.

Each licensed Drainlayer shall be required to adhere to the rules and regulations set forth in this manual or risk losing his license as a Drainlayer in the City. *In addition, all utility work performed will require "as built" drawings (with ties) of the work, must be submitted to the Engineering Department within a week of its completion. No further permits will be issued until all "as-built" plans have been received and accepted by the Engineering Office.*

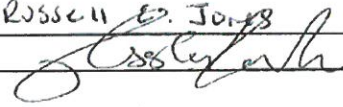
By signing below, you acknowledge receipt of this manual and agree to adhere to the rules and regulations set forth in this manual. Permits will not be issued until this letter has been signed and returned to the DPW – Engineering Department.

The Engineering Department welcomes the opportunity to work with you and your company. Please feel free to contact this office if there are any questions.

Signed,

Somerville DPW – Engineering Department

I hereby certify that I am familiar with the rules and regulations set forth in the City of Somerville Permit Manual and I further attest that I will work in conformance with said rules and regulations.

Name: Russell E. Jones Date: 8/23/16  
Signature:  Title: Project Manager  
Company: Jones Contracting Inc.



# Drain-Layer's Bond

Bond # MA 2341

## Know all Men by these Presents,

That we, (name and address) Jones Contracting, Inc. 735 Washington Street, Walpole, MA 02081 phone: \_\_\_\_\_  
in the Commonwealth of Massachusetts, as Principal, and (name) Merchants Bonding Company (Mutual)  
as Surety, are held and firmly bound unto the City of Somerville, a municipal corporation within said Commonwealth, in the sum of Ten Thousand Dollars, to be paid to the said City, its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal has this day been granted a license as a drain-layer by the Board of Aldermen of said City, according to the provisions of a certain ordinance of said City relating to sewers, and whereas a bond is required to be given by him as such drain-layer, according to the following provisions of said ordinance, to wit: Every person licensed as provided in the preceding section shall, before performing any work authorized thereby, execute an agreement or bond, in the sum of Ten Thousand Dollars, with one or more sureties, satisfactory to the Board of Aldermen, that he will properly make the openings into all common sewers opened by him; that he will construct or repair the drains to be connected by him with the common sewers or with other drains in a thorough and workmanlike manner; that he will leave no material or obstruction of any description in the sewer which he may open, or in any drain leading into any sewer; that he will properly close up the excavation, and restore the earth and pavement taken up, and regrade and repave the street, and put it in good and proper condition, and remove all superfluous material, all to the satisfaction of the street commissioner; and if he fail so to do, or if at any time within one year from the date of the completion of any drain the surface of the street shall settle or otherwise become unsafe for public travel, then the street commissioner shall repave and regrade the street at the expense of the said drain-layer, and within five days thereafter deliver a bill of the same to the city auditor for collection, and said drain-layer shall immediately pay the same, and he shall not be entitled to receive another permit until the said bill and all other bills of expense incurred by the City on account of his negligence or default shall be paid in full; also, that he will cause a sufficient fence to be placed so as to enclose the excavation and the earth, stone and other material which may be put into the street, and that he will maintain such fence during the whole time such excavation, earth or other material may obstruct the street, and will cause a sufficient number of lighted lanterns to be maintained in suitable places over such excavation, earth, material, and fence, from the beginning of twilight every evening and through every night during the time such obstruction in the street may exist; and, further that he will comply with the ordinances which may be at any time in force in relation to sewers, drains and streets, and with such orders and regulations as the Board of Aldermen have adopted, or may from time to time adopt, for the government of persons licensed to construct or repair private drains, or open or dig in the street for that purpose; and that he will indemnify and save harmless the City from all damages, costs and expenses which it may incur or sustain, by reason of any and all injuries resulting to anyone in person or property, from the neglect or carelessness of himself or his servants in opening, closing, making or repairing any sewer or drain, in performing work connected therewith, or in properly fencing, or in lighting by night, any excavation or obstruction caused or made by him or his servants, or which the City may incur or sustain in any other manner by reason of the excavation or construction of any sewer or drain by him or his servants or agents, or any work or acts performed or done by him or them connected therewith.

Now, therefore, the condition of this obligation is such that if the said Principal shall well and truly perform each and all of the provisions and terms of said ordinance above set forth and on his part to be performed, then this obligation shall be void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hands and seals this 23rd day of August, 2016 in the presence of:

For the Principal (Affix Seal and Attach Certificate of Corporate Authority):

Jones Contracting, Inc.

Signature




Witness




For the Surety (Affix Seal and Attach Power of Attorney):

Merchants Bonding Company (Mutual)

Signature

  
Oscar B Johnson, Attorney-in-Fact

Witness



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

MA 2341

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Oscar B Johnson**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**\$10,000,000.00**

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"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 15th day of August, 2015



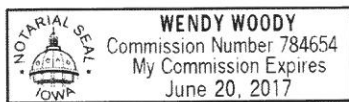
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the 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.

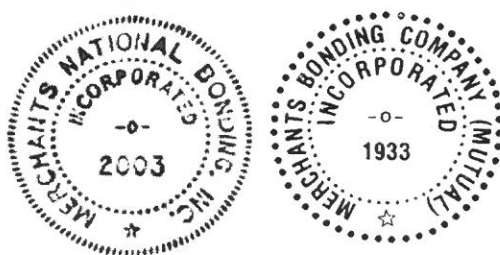


*Wendy Woody*  
Notary Public, Polk County, Iowa

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

I, William Warner, Jr., Secretary of the 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 23rd day of August, 2016



*William Warner Jr.*  
Secretary



**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**Office of Investigations**  
**600 Washington Street**  
**Boston, Mass. 02111**

**Workers' Compensation Insurance Affidavit - General Businesses**

**Applicant information:**

Name: Jones Contracting Inc.

Address: 735 Washington St

City: WALPOLE State: MA Zip: 02081 Phone #: 508-668-7888

- I am an employer with 12 employees (full and/or part time). Business Type:  Retail  
 I am a sole proprietor or partnership and have no employees.  Restaurant/Bar/Eating Establishment  
 We are a corporation that has exercised our right of exemption per c152 s1(4), and have no employees.  Office and/or Sales (real estate, auto, etc.)  
 We are a nonprofit organization staffed by volunteers and have no employees.  Nonprofit  
 Entertainment  
 Manufacturing  
 Health Care  
 Other Excavating Contractor

**Workers' compensation insurance information (if applicable):**

Insurance Company Name: Arbella Mutual Insurance Company

Address: C&S Insurance Agency, 190 Chauncy St.

City: Mansfield State: MA Zip: 02048 Phone #: 508-339-2951

Policy #: 4220055858 Expiration Date: 6/1/2017

**Applicant certification:**

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one years' imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: *Russell E. Jones* Date: 8/23/16

Print Name: Russell E. Jones

*Official use only. Do not write in this area. To be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

- Board of Health
- Building Department
- City/Town Clerk
- Licensing Board
- Selectmen's Office
- Other \_\_\_\_\_

(revised Jan. 2008)

