

SECTION 3

AGREEMENT

MAPLEWOOD PARK IMPROVEMENTS
MALDEN, MA

THIS AGREEMENT MADE THIS 18th day of May, 2026 by and between

R.A.D. Corp. d/b/a R.A.D. Sports (a corporation organized and existing under the Laws of the State of MA);

~~(a partnership consisting of~~ _____ ~~); (an individual trading as~~ _____

_____) hereinafter called the "Contractor" and the City of Malden, Massachusetts.

WITNESSETH, that the Contractor and the City of Malden for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in this Contract; all being part of Maplewood Park Improvements, Malden, Massachusetts, and all in strict accordance with Contract Documents contained herein, including:

All Addenda thereto, numbered 1, dated April 13, 2026 all as prepared by IMEG Consultants Corp, acting in these Contract Documents for Maplewood Park Improvements referred to as the "Design Engineer".

The work of this contract shall include the Base Bid and Bid Alternates accepted by the City.

The City has accepted Bid Alternates No. 1 and No. 2. The work associated with these Bid Alternates is hereby incorporated into and made a part of the Contract.

ARTICLE 2. The Contract Price. The City of Malden will pay the Contractor for the performance of the Contract, including the Base Bid and Bid Alternates No. 1 and No. 2, in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the several respective items of work completed subject to additions and deductions as provided in SECTION 4, Subsection 10 – CHANGES IN THE WORK.

ARTICLE 3. Time of Completion. The Contractor hereby agrees to commence work under this contract on or before the date specified in the written "Notice to Proceed". The work shall be completed in accordance with the provisions for Time of Completion provided in SECTION 7 – SPECIAL CONDITIONS. The Contractor further agrees to pay as liquidated damages the sum of \$1,500 per day as provided in SECTION 7 – SPECIAL CONDITIONS for each consecutive calendar day's delay in completing the work unless otherwise authorized in writing by the City of Malden.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. This Agreement (SECTION 3)
- b. Addenda

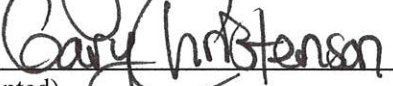
- c. Invitation to Bid
- d. Instructions to Bidders (SECTION 1)
- e. Signed copy of Bid including the Schedule of Prices (SECTION 2)
- f. General Conditions, Part I, II and III (SECTIONS 4, 5, and 6)
- g. Special Conditions (SECTION 7)
- h. Technical Specifications
- i. Appendices
- j. Contract Drawings

This Agreement, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. Unless otherwise specifically stated, in the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except that provisions of SECTION 7 – SPECIAL CONDITIONS shall govern over GENERAL CONDITIONS PARTS I, II and III.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in six (6) original copies on the day and year first above written.

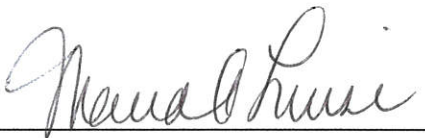
OWNER:
CITY OF MALDEN, MASSACHUSETTS
By:





Name (Printed)

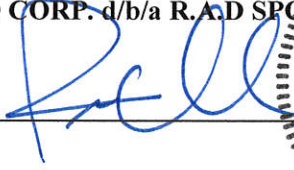

Title

Attest: 

Address for giving notices:

Office of Strategic Planning &
Community Development
215 Pleasant Street, 3rd Floor
Malden, MA 02148
Attention: Alex Pratt, Director

CONTRACTOR:
R.A.D CORP. d/b/a R.A.D SPORTS
By:



Robert M. Delmonico

Name (Printed)

President

Title

Corporation

(Insert Owner, Partnership or Corporation)*

Attest: 

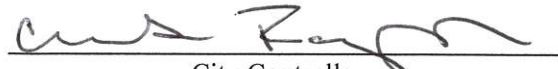
Address for giving notices:

171 VFW Drive
Rockland, MA 02370

* Important: Execute acknowledgment of officer or agent of contractor who signs this document.
(Use proper form Pg. 3-4 or 3-5.)

CERTIFICATION AS TO AVAILABILITY OF FUNDS

By:


City Controller

Charles Ranaghan
Name (Printed)

Date: 5/18/26

APPROVED AS TO FORM & LEGALITY*

By:


City Solicitor

Alicia A. McNeil
Name (Printed)

Date: 5.18.2026

* Important: Owner's attorney – also sign form on Pg. 3-6

MAPLEWOOD PARK IMPROVEMENTS

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

State of Massachusetts)
County of Plymouth)SS
)

On this 18th day of May, 2026, before me personally came and appeared

Robert M. Delmonico

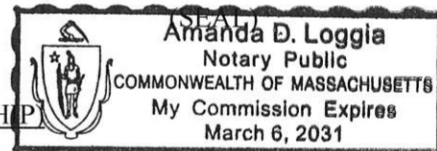
to me known, who, being by me duly sworn, did

depose and say that he resides at

President of R.A.D. Corp. d/b/a R.A.D. Sports
that he is the the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his/her name thereto by like order.

Amanda D. Loggia
(Notary Public)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP)



State of N/A)
County of N/A)SS
)

On this N/A day of N/A, 2026, before me personally came and appeared

N/A

to me known, and known to me to be one of the members

of the firm of N/A, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Public)

(SEAL)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

State of N/A)
County of N/A)SS

On this N/A day of N/A , 2026 N/A , before me personally came and appeared
 N/A to me known, and known to me to be the person
described in, and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

CERTIFICATE OF OWNER'S ATTORNEY

MAPLEWOOD PARK IMPROVEMENTS

I, the undersigned, Alicia A. McNeil, the duly authorized and acting
legal representative of the City of Malden, MA, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By:

Alicia A McNeil

Date:

18, May, 2026

PERFORMANCE BOND
MAPLEWOOD PARK IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That, R.A.D. Corp. d/b/a R.A.D. Sports an individual, a partnership, a corporation organized under the laws of the state of Massachusetts, having a usual place of business at 171 VFW Drive, Rockland, MA, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the state of Missouri, which company is authorized to transact the business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in Woburn, Massachusetts as Surety, are holden and stand firmly bound and obligated unto the City of Malden, as Obligee, in the sum of One Million Three Hundred Ninety Five Thousand Two Hundred Seventy Nine and 00/100 (\$ 1,395,279.00), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us, our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the City of Malden, entered into a Contract with the said Obligee, dated May 18, 20 26, a copy of which Contract is attached hereto and by reference made a part thereof;

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his/her part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this 18 day of May, 20 26.

WITNESS:

[Signature]

WITNESS:

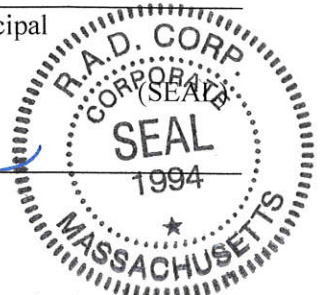
Olysa Michael

R.A.D. Corp. d/b/a R.A.D. Sports

Name of Principal

By

[Signature]



Swiss Re Corporate Solutions America Insurance Corporation

Name of Surety

(SEAL)

By

Anne M. Higginbottom

Anne M. Higginbottom, Attorney-in-Fact



Note: Power of Attorney for person signing for the Surety Company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL
(PERFORMANCE BOND)

I, Derek J. Delmonico, certify that I am the Vice President of the corporation named as Principal in the within Bond; that Robert M. Delmonico who signed the said Bond on behalf of the Principal was then President of said corporation; that I know his/her signature and his/her signature is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

By: _____



Date: _____

May 18, 2026



LABOR AND MATERIALS BOND
MAPLEWOOD PARK IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That, R.A.D. Corp. d/b/a R.A.D. Sports an individual, a partnership, a corporation organized under the laws of the state of Massachusetts, having a usual place of business at 171 VFW Drive, Rockland, MA, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the state of Missouri, which company is authorized to transact the business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in Woburn, Massachusetts, as Surety, are holden and stand firmly bound and obligated unto the City of Malden, as Obligee, in the sum of One Million Three Hundred Ninety Five Thousand Two Hundred Seventy Nine and 00/100 dollars (\$ 1,395,279.00), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us, our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the City of Malden, entered into a Contract with the said Obligee, dated May 18, 20 26, a copy of which Contract is attached hereto and by reference made a part thereof;

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal shall well and truly pay for all labor performed or furnished and materials used or employed therein, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specifically fabricated at the order of the contractor or subcontractor for use as a component part of said public work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the public work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the contract, plans and specifications or any changes therein duly made; for payment of transportation charges, for materials used or employed therein which are consigned to the contractor or to a subcontractor who has a direct contractual relationship with the contractor; for payment by such contractor and subcontractors of any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such construction; for payment of transportation charges directly related to such rental or hire; and for payment by such contractor and subcontractors of any sums due trustees or other persons authorized to collect such payments from the contractor or subcontractors based upon the labor performed or furnished as aforesaid, for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors and provided that any such trustees or other persons authorized to collect

such payments for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits shall, subject to certain statutory provisions contained in Mass. General Laws (Ter. Ed.), Ch. 149, P. 29, as amended, be entitled to the benefit of the security only in an amount based upon labor performed or furnished as aforesaid for a maximum of one hundred and twenty (120) consecutive calendar days, this obligation shall be void, otherwise, it shall remain in full force and effect.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this
18 day of May, 2026.

WITNESS:

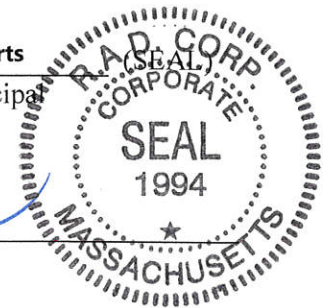


R.A.D. Corp. d/b/a R.A.D. Sports

Name of Principal

By





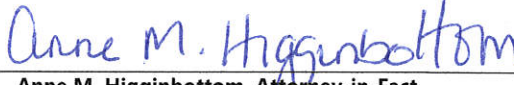
WITNESS:



Swiss Re Corporate Solutions America Insurance Corporation
(SEAL)

Name of Surety

By


Anne M. Higginbottom, Attorney-in-Fact



Note: Power of Attorney for person signing for the Surety Company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL
(LABOR AND MATERIALS BOND)

I, Derek J. Delmonico, certify that I am the Vice President of the corporation named as Principal in the within Bond; that Robert M. Delmonico who signed the said Bond on behalf of the Principal was then President of said corporation; that I know his/her signature and his/her signature is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

By:



Date:

May 18, 2026



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM L. LABBE, JOHN J. FEITELBERG, CATHERINE H. LAWRENCE, LINDA MERENGUELLI, BRAD TAYLOR,
ANNE M. HIGGINBOTTOM, BARRY J. HORGAN, ALYSSA R. MICHAEL and LISA CORREIA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of JANUARY, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10TH day of JANUARY, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweida
Karen M. Szweida, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18 day of May, 20 26.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



RADCORP-01

TAYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2026

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 have ADDITIONAL INSURED provisions or 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 License # 1780862 HUB International New England 222 Milliken Boulevard Fall River, MA 02721	CONTACT NAME: Glenn McMahon		
	PHONE (A/C, No, Ext): (978) 661-6739	FAX (A/C, No):	
	E-MAIL ADDRESS: glenn.mcmahon@hubinternational.com		
INSURED R.A.D. Corporation 171 VFW Drive Rockland, MA 02370	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER B: North River Insurance Company		21105
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Westchester Surplus Lines Insurance Co.		10172
	INSURER E: Indian Harbor Insurance Company		36940
	INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			3506971	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PROJECT ☒ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			4544908	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR			5821331049	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			025893886	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	2nd Excess Liab			G4875367A 001	8/1/2025	8/1/2026	Occurrence/Aggregate 5,000,000
E	Pollution Liab			PEC200063301	8/1/2025	8/1/2026	Occurrence/Aggregate 3,000,000

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

Project: Maplewood Park Improvements

The City of Malden, their employees, and agents are included as an additional insured as respects to the on General Liability, Auto and Umbrella/Excess policies on a primary and non-contributory basis, per policy provisions, when required by written contract executed prior to a loss or claim.

CERTIFICATE HOLDER

CANCELLATION

City of Malden
215 Pleasant St.
Malden, MA 02148

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