

May 7, 2020

Town of Arlington Office of the Purchasing Agent Town Hall 730 Massachusetts Avenue Arlington, MA 02476

Dear Sir or Madam:

We are pleased to submit the following proposal for Bid No. 20-12, Pavement Preservation.

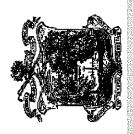
We guarantee that all materials supplied and work done shall comply with the State of Massachusetts Department of Transportation Standard Specifications for Roads, Bridges and Highways, as well as those of the Town of Arlington.

We hope the attached will permit our being of service to you.

Very Truly Yours,

ALL STATES ASPHALT, INC.

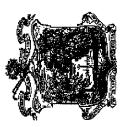
Alan L. Chicoin Vice President



TOWN OF ARLINGTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 51 GROVE STREET ARLINGTON, MA 02476

OTANTITY SHEET. VEAR #1

	Proposal Amo	/SY \$ 113,250.00	\$ 204,000.00	/TON \$ 135,000.00	13,000.00	56,250.00	15,000.00	15,000.00	3,540.00	\$ 555,040.00
	.	↔		∽	<i></i>	5/3	/EA \$	/EA \$	↔	€.
K #1	I init Price		XS/	/TON	XS/	/ EA	/EA	/EA	/ VF	Total:
I: YEA		7.55	5.10	\$ 180.00	65.00	450.00	\$ 300.00	\$ 200.00	\$ 295.00	
		∽	↔	⊗	↔	⇔	6/)	∽ 	∽ 	
QUANTITY SHEET:: YEAR#1	Description	Bonded Wearing Course	Asphalt-Rubber Surface Treatment	HMA for Leveling	Cut & Patch Pavement	Adjustment of Drainage/Sanitary Structures	Adjustment of Water/Gas Gate Boxes	Adjustment of Water/Gas Gate Boxes with Risers	Rebuild or Repair of Drainage/Sanitary Structures	
	<u>;</u>	SY	SY	Ton	SY	EA	EA	EA	VF	
	Estimate Orantity Unit	15,000	40,000	750	200	125	20	75	12	
	ten in the second		2	e	4	٧.	9	7	8	



TOWN OF ARLINGTON DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 51 GROVE STREET ARLINGTON, MA 02476

	Amount					,				
	Proposal An	\$ 115,500.00	/SY \$ 208,000.00	/TON \$ 138,750.00	/SY \$ 13,000.00	/EA \$ 56,250.00	/EA \$ 15,000.00	/EA \$ 15,000.00	3,540.00	\$ 565,040.00
	—		\$	↔	\$	53	\$	\$	⇔	G
C# A	Unit Price	XS/	XS/	/TON	XS/	/ EA	/ EA	/EA	$/\mathrm{VF}$	Total:
	(1895) 5 1895) 1895 1896) 1896 1896) 1896	7.70	5.20	185.00	65.00	450.00	300.00	200.00	295.00	
		↔	↔	↔	€	∽	∨>	5∕3 I	∨>	
OHANTITY SHEFT. VEAR#2	Description	Bonded Wearing Course	Asphalt-Rubber Surface Treatment	HMA for Leveling	Cut & Patch Pavement	Adjustment of Drainage/Sanitary Structures	Adjustment of Water/Gas Gate Boxes	Adjustment of Water/Gas Gate Boxes with Risers	Rebuild or Repair of Drainage/Sanitary Structures	
	te Unit	SY	SY	Ton	SY	EA	EA	EA	VF	
	Estimate Quantity	15,000	40,000	750	200	125	50	75	12	
122731 OSE 12227	Item	_	2	ω	4	5	9	7	8	



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

51 GROVE STREET ARLINGTON, MA 02476 **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)

Vice President

All States Asphalt, Inc.

(Name of Business/Corporation)



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

51 GROVE STREET
ARLINGTON, MA 02476
CERTIFICATION OF TAX COMPLIANCE

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

**Signature of Individual or Corporate Contractor

Alan L. Chicoine, Vice President

Printed Name

04-2216868

***Contractor's Social Security Number or Federal Identification Number

May 7, 2020

Date

^{*} 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.



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

51 GROVE STREET ARLINGTON, MA 02476 CERTIFICATE OF VOTE

Assistant

	of All States Asphalt, Inc.					
hereby certify that, at a meeting of the Board of co	(Corporation) lirectors of said Corporation duly held on					
March 1, 2020 at which a quorum	was present and voting throughout, the following					
(Date) vote was duly passed is now in full force and effect:						
"VOTED" That Alan L. Chicoine	be and hereby is authorized,					
(Name of Officer authorized to sign for directed and empowered for in the name and on behalf	•					
directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; by such						
Alan L. Chicoine	to be valid and binding upon this Corporation					
(Name of Officer)						
for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to						
the Town of Arlington; and that this vote shall remain in full force and effect unless and until the same has been						
altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested						
by the Clerk of this Corporation is delivered to the Town of Arlington.						
I further certify that Alan L. Chicoine	is the duly elected Vice President					
(Name of Officer) (Title)						
of said Corporation.						
· · · · · · · · · · · · · · · · · · ·						
Signed: Weth Latt						
(Clerk - Secreatry) Heather Whitti						
Place of Business: 325 Amherst Rd., Sunderland, MA 01375						
Date of Contract: May 7, 2020 AFFIX COPORATE SEAL						
Countersignature:						
(Name & Title of Office	n)					



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

51 GROVE STREET ARLINGTON, MA 02476

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.



Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
All States Asphalt, Inc., and Subsidiaries 325 Amherst Road
P.O. Box 91
Sunderland, MA 01375

OWNER:

(Name, legal status and address)
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company Attention: Surety Claims Department 1001 4th Avenue, Suite 1700 Seattle, WA 98154 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.

BOND AMOUNT: \$ 5% of bid amount; Five Percent of amount bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. 20-12, Pavement Preservation

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 7th

day of

May 2020

(Witness) Heather L. Whittier

mque Koens

1 1 1

All States Asphalt, Inc., and Subsidiaries

(Title) Alan L. Chicoine, Vice President

Liberty Mutual Insurance Company

(Surety)

(Principal)

(Seal)

(Seal)

(Title)

Natalie M. Jimenez, Attorney-In-Fact



To confirm 1-610-832-



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8202850 - 837023

POWER OF ATTORNEY

Liberty Mutual Insuran	ce Company is a corpor	ation duly organized u	under the laws of t 'Companies"), pur	the Company is a corporation duly organized materials of the organized the State of Massachusetts, and West American Insurance Company is a corporation duly organized resuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph P. is A. Lowther, Robert B. Parrish, Sarah E. Peterson, Edward J. Reagan
of these presents and persons.	shall be as binding upo	on the Companies as	if they have been	each individually if there be more than one named, its true and lawful attorney-in-fact to make, and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance in duly signed by the president and attested by the secretary of the Companies in their own proper
IN WITNESS WHERE		ney has been subscrit	bed by an authori:	zed officer or official of the Companies and the corporate seals of the Companies have been affixed



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 9th day of January , 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Pastella, Notary Public Upper Merion Two., Mantgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notarie

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

the validity of this Power of Attorney call -8240 between 9:00 am and 4:30 pm EST on any business day Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 th day of May







Renee C. Llewellyn, Assistant Secretary

CORPORATION ACKNOWLEDGMENT

State of Massachusetts
County of Franklin

On this 7th day of May , 2020, before me personally appeared Alan L. Chicoine to me known, who being by me duly sworn, did depose and say: that he/she resides at Phillipston, MA ; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

Heather L. Whittier
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
January 22, 2027

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 7th day of May, 2020, before me personally appeared Natalie M. Jimenez to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

MONIQUE KOCIENSKI Notary Public - State of New York Qualified in Onondaga Co. No. 01K06319197 My Commission Expires February 17, 2023



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets	Liabilities
Cash and Bank Deposits\$464,341,712	Unearned Premiums
*Bonds — U.S Government 2,259,714,810	Reserve for Claims and Claims Expense 20,165,209,300
*Other Bonds	Funds Held Under Reinsurance Treaties
	Reserve for Dividends to Policyholders
*Stocks	Additional Statutory Reserve 62,866,000
Real Estate	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 5,817,927,234	Other Liabilities
Accrued Interest and Rents	Total\$32,465,234,407
, ,	Special Surplus Funds
Other Admitted Assets	Capital Stock
	Paid in Surplus 10,044,912,727
	Unassigned Surplus
Total Admitted Assets	Surplus to Policyholders 16,365,330,449
	Total Liabilities and Surplus <u>\$48,830,564,856</u>



I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

Assistant Secretary

TAMiholajewski

^{*} Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.



ALL STATES ASPHALT, INC., AND SUBSIDIARIES

It is the continuing policy of All States Asphalt, Inc., and Subsidiaries to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required by federal and state laws and regulations.

Equal employment opportunity applies to all personnel actions including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ALL STATES ASPHALT, INC., AND SUBSIDIARIES shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.



ASPHALT RUBBER SURFACE TREATMENT REFERENCES

Town of Yarmouth, MA	Highway Department 507 Buck Island Road South Yarmouth, MA 02673 Rob Angell \$ 859,349.46 / 2018	774.207.8090
Town of Northfield, MA	Highway Department 69 Main Street Northfield, MA 01360 Tom Walker \$ 141,729.84 / 2016	413.498.5117
Town of Meredith, NH	Highway Department 347 Daniel Webster Highway Meredith, NH 03253 Mike Faller \$ 362,141.00 / 2017	603.279.4538
Town of Southington, CT	Highway Department 1 Della Bitta Drive Plantsville, CT 06479 Annette Turnquist \$ 1,090,936.50 / 2017	860.276-9430
Town of Charlestown, RI	Public Works Department 4540 So. County Trail Charlestown, RI 02813 Alan Arsenault \$ 145,723.20 / 2019	401.364.1230
Town of Sunderland, MA	Highway Department 12 School Street Sunderland, MA 01375 George Emery \$ 138,953.27 / 2016	413.665.1460



ASPHALT RUBBER EQUIPMENT

Description	Year	Make	Model/Serial #
Chip Spreader	2011	Etnyre	K6635
Chip Spreader	2015	Etnyre	K6932
Chip Spreader	2019	Etnyre	K7317
Flowboy	1999	MACK	RD688S039565
Flowboy	2016	MACK	GU713027208
Flowboy	2002	MACK	CV713001180
Flowboy	2016	MACK	GU713027209
Flowboy	2016	MACK	GU713027209
Distributor	2013	MACK	GU713016763
Distributor	2019	MACK/BEARCAT	GU713041686
Distributor	2017	MACK/BEARCAT	GU81303629
10 Ton Rubber-Roller	1988	Hyster/C530	A91C3947J
10 Ton Steel Roller	1999	CAT	9XL00227/5HK6926
Pneumatic Roller	2014	CAT	LTJ00219
Pneumatic Roller	2016	BOMAG	BW11RH-5
Loader	2006	Kamatsu	68238

All Equipment is OWNED and not leased or rented.



CORPORATION CERTIFICATE TO ACTION

I, Heather Whittier , do hereby certif	, Heather	· Whittier	, do hereby	certify:
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Seal

THAT I am the Assistant Secretary of All States Asphalt, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Asphalt, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or **James P. Tudryn**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller, Alan L. Chicoine** and **James P. Tudryn** remain as authorized agents of the Corporation for such purposes, without exception.

ATTEST:

May 7, 2020	weath Whith
Date	Assistant Secretary – Heather Whittier



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2020

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 noticy/ies) must have ADDITIONAL INSURED provisions or be endorsed

H	F SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to t	he te	rms and conditions of th	ie polic	y, certain po	olicies may	require an end	orsement	. Ast	atement on
	DDUCER	<u> </u>		and de morder without or a	CONTAC NAME:		,				
Re	eagan Insurance										2-1121
	E Main Street				(A/C, No. Ext): 315-673-2094 (A/C, No.): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com						
	O Box 191 arcellus NY 13108				ADDRE						
IVIC	arcenda IVI 13100							RDING COVERAGE			NAIC#
	UDED.			ALLSTAT-02		RA: Old Repu					24147
	ured States Asphalt, Inc. & Subsidiaries			/ILCG // 1-02	INSURER B : Hanover Insurance Companies						22292
	5 Amherst Rd., P.O. Box 91				INSURER C:						
Su	ınderland MA 01375				INSURE	RD:			······		
					INSURE	RE:					
					INSURE	RF:					
				NUMBER: 211709559				REVISION NU			
11 C	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. INST. ADDLISUBR! POLICY EFF POLICY EXP										
INSR LTR	TYPE OF INSURANCE		WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	MWZY311428 20		2/1/2020	2/1/2021	EACH OCCURREN	CE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$ 400,0	00
	X Contractual Liab							MED EXP (Any one		\$ 10,00	0
								PERSONAL & ADV	INJURY	\$ 1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$ 2,000	,000
	POLICY X PRO- X LOC							PRODUCTS - COM	P/OP AGG	\$ 2,000	,000
	OTHER:									\$	
Α	AUTOMOBILE LIABILITY	Υ	Y	MWTB311429 20		2/1/2020	2/1/2021	COMBINED SINGL (Ea accident)	ELIMIT	\$ 1,000	,000
Ì	X ANY AUTO							BODILY INJURY (P		\$	
	OWNED SCHEDULED							BODILY INJURY (P	er accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMA (Per accident)	GE	\$	
	AUTOS ONLY AUTOS ONLY							Hired Phys Dmg		\$ 150,0	00
\vdash	UMBRELLA LIAB OCCUR	 	 					EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	<u> </u>	\$	· · · · · ·
	ODANIA-NIADE	1						AGGREGATE		\$	
A	DED RETENTION \$ WORKERS COMPENSATION	 	Y	MWC311427 20		2/1/2020	2/1/2021	X PER STATUTE	OTH- ER		
``	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	1	'	1877 20		21112020	Lillwood	E.L. EACH ACCIDE		\$ 1,000	000
ļ	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA			
	If yes, describe under										
В	DÉSCRIPTION OF OPERATIONS below Leased/Rented Equipment			RHS875076314		2/1/2020	2/1/2021	E.L. DISEASE - PO \$850.000	LICY LIMIT	\$ 1,000 Ded :	\$2.500
B	Installation Coverage			RHS875076314		2/1/2020	2/1/2021	\$1,000,000			\$1,000
Ad	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured and Waiver of Subrogation are applicable when required by contract										
Ge Au Au *W Ce	*MCS90 endorsement applies General Liability policy is on a primary & non-contributory basis & includes completed operations Auto policy is on a primary & non-contributory basis Auto Hired Physical Damage Deds \$250 Comp/\$500 Coll *Workers Compensation: NY, CT, DE, FL, MA, ME, NH, NJ, PA, RI, TX, VT Certificate holder is named as an additional insured on the General Liability and Auto Liability policies. Project: Bid No. 20-12, Pavement Preservation										
CE	RTIFICATE HOLDER				CANC	ELLATION					
	CERTIFICATE HOLDER Town of Arlington Office of the Purchasing Agent					ULD ANY OF 1 EXPIRATION	DATE TH	ESCRIBED POLICE EREOF, NOTICE CY PROVISIONS.			

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730 Massachusetts Avenue

Arlington MA 02476

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not s	hown above, will be shown in the Declarations.

A. Section II — Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products completed operations hazard".

However

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All persons or organizations when required by written contract	The products as specified in the written contracts or agreements

A. Section II – Who is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

- The insurance afforded to such vendor only applies to the extent permitted by law, and
- If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to Section III – Limits Of Insurance:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):								
Il persons or organizations as required by written contract or agreement								
•								
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.								

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s), or Organization(s):

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for COVERED AUTOS LIABILITY COVERAGE, but only to the extent that the person or organization qualifies as an "insured" under the Who Is An Insured provision contained in the Coverage Form.

POLICY NUMBER:

Named Insured:

COMMERCIAL AUTO CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:								
SCHEDULE								
Effective Date:								
by written contract to be added as an Additional Insured								
erm of six months or more								

Coverages	Limit Of Insurance					
Covered Autos Liability	\$ 1,000,000 Each "Accident"					
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus					
Comprehensive	\$See PCA 050	Deductible For Each Covered "Leased Auto"				
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus					
Collision	\$ See PCA 050	Deductible For Each Covered "Leased Auto"				
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus					
Specified Causes Of Loss	\$ Deductible For Each Covered "Lease					

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE:

1983 National Council on Compensation Insurance.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

RLOMBARDO

DATE (MM/DD/YYYY) 1/31/2020

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).

th	is certificate does not confer rights t	o the	cert	ificate holder in lieu of su		(s).		
PRODUCER				CONTACT NAME:				
he Hilb Group of New England, LLC - Knight International			PHONE (A/C, No, Ext): (781) 966-3700 FAX (A/C, No): (781) 966-3701					
	ntree, MA 02184				E-MAIL ADDRESS: info@l	knightint.con	<u> </u>	
							RDING COVERAGE	NAIC #
					INSURER A : Berks	hire Hathaway	Specialty Insurance Compar	y 22276
NSURED					INSURER B : Zuric	16535		
	All States Asphalt, Inc and 5 325 Amherst Road	subs	idiari	les	INSURER C :			
	P.O. Box 91				INSURER D :			
	Sunderland, MA 01375				INSURER E :			
					INSURER F:			
<u>CO</u>	VERAGES CER	TIFI	CATI	E NUMBER:			REVISION NUMBER:	
IN CI	HS IS TO CERTIFY THAT THE POLICII DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQU PER	REM TAIN	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF ANY CONTE DED BY THE POL	RACT OR OTHE	R DOCUMENT WITH RESPECT T BED HEREIN IS SUBJECT TO ALI	O WHICH THIS
VSR TR	TYPE OF INSURANCE		SUBF		POLICY EF (MM/DD/YYY			
	COMMERCIAL GENERAL LIABILITY				James De la Contraction de la	., ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	
	POLICY PROL LOC						PRODUCTS - COMP/OP AGG \$	
	OTHER:		<u> </u>				\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO						BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE \$	5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	47-UMO-100149-07	2/1/2020	2/1/2021	AGGREGATE \$	5,000,000
	DED X RETENTION\$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	
_	If yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>				E.L. DISEASE - POLICY LIMIT \$	40.000.000
В	Commercial Umbrella	x	X	AEC 4647378-09	2/1/2020	2/1/2021	EX 5,000,000	10,000,000
inc on- f ce roje	RIPTION OF OPERATIONS / LOCATIONS / VEHIC luded on the underlying general liabilit contributory basis per written contract rtificate holder. ect: Bid No. 20-12, Pavement Preservat Imbrella sits excess of General Liability	y pol agre ion	licy a emer	s an additional insured, the t for work performed by th	e certificate holde ne named insured,	r is included as	s additional insured's on a prim	
CEF	RTIFICATE HOLDER				CANCELLATIO	N		
Town of Arlington Office of the Purchasing Agent 730 Massachusetts Avenue Arlington, MA 02476					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 REPRE			

ACORD 25 (2016/03)

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DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

51 GROVE STREET
ARLINGTON, MA 02476
III. PROPOSAL

For Bid 20-12xx: Pavement Preservation

To the Town of Arlington, Massachusetts, acting through its Town Manager the undersigned, as bidder, declares as follows:

- 1) The only persons or parties interested in this proposal as principals are named in this proposal;
- 2) This proposal is made without collusion with any other person, firm or corporation;
- 3) He has carefully examined the location of the proposed work and the annexed proposed form of contract, and the drawings and specifications therein referred to;
- 4) This proposal is based solely on his own investigation and research and not in reliance upon any plans, surveys, measurements, dimensions, calculations, estimates, borings, test pits, soundings, or representations of any employee, officer, or agent of the Town;

and the undersigned proposes and agrees that if this proposal is accepted he will contract with the Town, this Proposal form being part of and included in said contract, to provide all necessary machinery, tools, apparatus and other means of construction and to furnish all the labor, supervision, materials, permits and other requisites not expressly stated, necessary to complete the contract in the manner and time therein prescribed and according to the requirements of the plans and specifications; and that he will take in full payment thereof the following sums to with:

Contract will be for one (1) year from date of contract, option to renew for a second year at the sole discretion of the Town of Arlington.

Award will be based on the total of Year #1.

The above estimated quantities are an approximate statement of the extent of the work to be done; the Town does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work or to delete certain items of work, as may be deemed necessary, to keep within available funds.

The undersigned as bidder, agrees that for extra work, if any, he will accept compensation as stipulated in the annexed form of CONTRACT.

If this proposal shall be accepted by the Town, and the undersigned shall fail to execute the contract for the work and deliver same to the Town, together with the duly executed Performance Bond and Labor and Material Payment Bond, with sureties satisfactory to the Town, within ten (10) days from the date of mailing of a notice from the Town to him at the address herein given that the proposed contract is ready for execution, then the Town at its option may determine that the undersigned has abandoned the said contract and thereupon if it so determines, the bid security accompanying this proposal shall become the property of the Town as liquidated damages; otherwise the accompanying security shall be returned to the undersigned.

All bidders will be required to show that they have previously completed projects of the same type in a satisfactory manner, namely, the removal of existing water mains and the installation of new water mains in residential and/or otherwise confined areas congested with numerous structures, conduits, high voltage-oil filled Edison pipe lines, public and private utility lines, manholes, etc. where careful and time consuming excavation and backfilling is required to protect existing lines and structures.

The bidder awarded this contract will have to show that they have successfully completed at least two (2) contracts of similar work in the \$300,000 (dollar) range.

In addition, if the successful bidder contemplates using sub-contractors, said sub-contractor will be held to the same standards as noted above.

Before starting work, the contractors (includes the general contractor, for itself and its subcontractors, as well as all filed sub-bid contractors) will submit plans for achievement of the equal opportunity goals of the contract. All contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the contractors expect to achieve the requirements during the first quarter. If there are any reasons why the contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the contractors shall provide a plan calculated to address, to the extent reasonably possible, these obstacles to a good faith effort to achieve such goals.

Not more than ten days following the end of each work quarter, the contractors will report on the achievement of the goals, the detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.

All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.

The contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract.

A Labor Scheduling Table which will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contractor.

The bidder is required to furnish a financial statement and give references that will enable the Town to judge his business standing.