

ROADWAY PAVEMENT MANAGEMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
Crack Sealing, Inc. as Principal,
and Hartford Casualty Insurance Company as Surety, are
hereby held and firmly bound unto Town of Pelham, NH
as Town in the penal sum of FIVE PERCENT (5%) OF AMOUNT BID

***** Dollars (\$ *****5%*****)

for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 19th day of May, 2016.

The condition of the above obligation is such that whereas the Principal has
submitted to the TOWN, a certain Bid, attached hereto and hereby made a part
hereof to enter into a Contract in writing for "ROADWAY PAVEMENT
MANAGEMENT".

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternative.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a
Contract in the Form of a Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of
said Contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be
void, otherwise the same shall remain in force and effect: it being expressly
understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The surety, for value received, hereby stipulates and agrees that the obligations of
said surety and its bond shall be in no way impaired or affected by any extension of
time within which the Town may accept such Bid: and said Surety does hereby waive
notice of any extension.


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Crack Sealing, Inc.

 (L.S.)
Robin A. White, President

Hartford Casualty Insurance Company

Surety


By: William von Hassel,
Attorney in Fact

(Seal)

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2015

Statutory Basis

ASSETS

U.S. Government Bonds	\$ 95,453,124
Bonds of Other Governments	51,559,285
State, County Municipal	
Miscellaneous Bonds	1,719,234,570
Stocks	2,116,159
Short Term Investments	68,277,372
	<u>\$ 1,936,640,510</u>
Real Estate	\$ 0
Cash	231,419
Agents' Balances (Under 90 Day)	31,256,534
Other Invested Assets	46,351,199
Miscellaneous	235,452,820
Total Admitted Assets	<u>\$ 2,249,932,482</u>

LIABILITIES

Reserve for Claims	\$	
and Claim Expense.....		1,034,578,574
Reserve for Unearned Premiums		280,352,069
Reserve for Taxes, License		
and Fees		8,293,851
Miscellaneous Liabilities		22,313,014
Total Liabilities	\$	<u>1,345,537,508</u>
Capital Paid In	\$	4,800,000
Surplus		<u>899,594,974</u>
Surplus as regards Policyholders.....	\$	<u>904,394,974</u>
Total Liabilities, Capital		
 and Surplus	\$	<u>2,249,932,482</u>

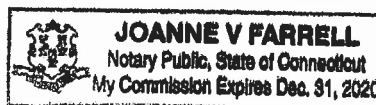
STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2015.

Subscribed and sworn to before me
this 7th day of April, 2016.


Notary Public




Vice President and Controller


Assistant Secretary

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

Agency Code: 04-041167

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Hartford Fire Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company , a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company , a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company , a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois , a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest , a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast , a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint William von Hassel

of Deerfield, New Hampshire,

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 04BCSHK8142

Naming Crack-Sealing, Inc. as Principal,

and Town of Pelham, MA as Obligatee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2009, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, 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 effective as of May 19, 2016.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

BID FORM

PART A BID

Proposal of CRACK-SEALING, INC. (WBE/DBE)
(hereinafter called "Bidder"), organized and existing under the laws of the
State of Massachusetts
doing business as "a Corporation" *

*Insert "a corporation", "a partnership", or "an individual", as applicable.

To the Town of Pelham, New Hampshire (hereinafter called "Owner"): in compliance
with your Invitation for Bids, Bidder hereby proposes to perform all work
for the
Town of Pelham, New Hampshire, in strict accordance with the Contract Documents,
within the time set forth therein and at the price stated below.

By submission of this Bid, the Bidder certifies and, in the case of joint Bid, each party
thereto certifies as to his own organization, that this Bid has been arrived at
independently, without consultation, communication or other agreement, as to any
matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniarily
interested in this proposal or in the Contract for the work which he proposes to do,
that he has carefully examined the Contract and specification and has informed
himself fully in regard to all conditions pertaining to the site where the work is to be
done and has carefully estimated the work. He understands that the Owner, it's
agent and employees, are not to be in any manner held responsible for the accuracy
of, or bond by, any estimates or plans or locations of underground structures relating
to the work and that if any have been given or made, they are to be considered solely
as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment and materials required for
carrying out the work in accordance with the accompanying Specifications.

Bidder hereby agrees to commence work under this contract on or before the date to
be specified in the Notice to Proceed and to complete the Project before or on the
date in the Notice to Proceed. Bidder further agrees to pay, as liquidated damages,
the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day
thereafter.

The Bidder proposes and agrees that within 10 days next after the day on which the
Notice of Award of this Contract shall be given to him or mailed to him at the address
hereinafter given, he will sign three (3) copies of the Agreement in the form provided
and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) copies of performance/payment bond and three (3) Certificates of Insurance for the prescribed amounts.

Part B. BID PRICES

Notes

1. All prices shall be written in ink. Unit prices shall be written in words and figures. In the case of discrepancy, the amount in words shall govern.
2. All prices shall include the price of all the labor, equipment and material required for carrying out the work in accordance with the Contract Documents.
3. The quantities of work as given in the proposal are only approximate and are assumed only for the comparison of proposals. The successful low bid shall be determined by the bid unit item cost.

<u>Item Description</u>	<u>Approximate Qty.</u>	<u>Unit</u>	<u>Unit Price</u>
Fiber Reinforced Method Crack Seal	6,500	Gallon	\$ 7.40/GALLON =
			\$ 48,100.00
			Forty-Eight Thousand One Hundred Dollars
Seven Dollars			
Forty Cents			
per Gallon (COMPLETE) (7.40/GALLON)			

PART C. BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding for any reason which the Owner determines to be in the best interest of the Town.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within 10 days.

This Bid may be accepted by the Owner at any time within 60 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit to the Town the security deposited with this bid as liquidated damages for the delay and additional expense by the Owner caused thereby.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

Robin A. White, President

CRACK-SEALING, INC.

P.O. BOX 700, RAYNHAM, MA 02767 (mailing address)

2299 Bay St., Taunton, MA 02780 (office address)

1. LOCATION

The work shall be at locations identified by the Highway Department or Highway Agent

2. MATERIAL

Crack sealer shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

- A. Asphalt Sealant shall be AC-10 or AC-20 with a penetration of 75-100
- B. Fiber reinforcing materials shall be short-length polyester fibers having the following properties.

Length	7mm
Diameter	0.0008 inch plus or minus 0.0001 inch
Specific Gravity	1.32 to 1.40
Melt Temperature	480 degrees F. minimum
Ignition Temperature	1000 degrees F. minimum
Break Elongation	33% plus or minus – 9% - they are fully drawn

- C. A boiler slag aggregate shall be dusted over the cracks to prevent sealer pickup and tracing.

3. PREPARATION

The cracks will be blown clean and dry using hot-air lances with an approved propane gas burner and compressed air device before sealant is applied to pavement.

4. MEASUREMENT


Measurement for payment of any portion of completed work shall be based on quantities measured and recorded by the Highway Department to the nearest tenth of the unit.

5. PAYMENT

The accepted quantity will be paid for at the contract unit price. Payment shall constitute full compensation for all the labor, material and incidental work.

PART D. – EXECUTION

Seal (if corporation)



Signature of Bidder

CRACK-SEALING, INC.

Robin A. White, President

Title of Bidder

P.O. Box 700

Business Address of Bidder

Raynham, MA 02767

Town, State & Zip Code

Dated at 4:00 P.M. the 19th day of May, 2016

END OF SECTION



P.O. Box 700
Raynham, MA 02767
Tel. (508) 823-9700
FAX (508) 823-0770

LIST OF REFERENCES

Town of Westborough
Department of Public Works
131 Oak Street
Westborough, MA 01581
Mr. Rich Voutas
(508) 366-3070

Town of Freetown
Highway Barn
201 Chace Road
Freetown, MA 02717
Mr. Chuck Macomber
(508) 763-2359

Town of Bolton
12 Forbush Mill Road
Bolton, MA 01740
Mr. Harold Brown
(978) 779-6402

Town of Berkley
Highway Surveyor
3R North Main Street
Berkley, MA 02779
Mr. Scott Fournier
(508) 824-8380

Town of Norton
70 East Main Street
Norton, MA 02766
Mr. Keith Silver
(508) 285-0237

Town of Medfield
Highway Department
Route 27
Medfield, MA 02052
Mr. Bobby Kennedy
(508) 359-8597

PROJECTS

Crack Sealing
Various Town Roads

Crack Sealing
Various Town Roads

Crack Sealing
Various Town Roads

Crack Sealing
Various Town Roads

Crack Sealing
Various Town Roads

Crack Sealing
Various Town Roads

Certified WBE/DBE, MA, RI, CT, ME, NH
AN EQUAL OPPORTUNITY EMPLOYER, M/F

CRACK & JOINT FILLING • SAWCUT & SEAL • MEMBRANE • FABRIC