

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
Brox Industries, Inc. as Principal,
 and Fidelity and Deposit Company of Maryland as Surety, are

as Town in the penal sum of Five Hundred

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.


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".

(a) If said bid shall be rejected, or in the alternative.

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.

Brox Industries, Inc.



(L.S.) Sales/Marketing Manager

Mark J. Nikitas

Fidelity and Deposit Company of Maryland

Surety



By: Aimee Perondine, Attorney-In-Fact

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeannette PORRINI, Stacy RIVERA, Aiza LOPEZ, Erin L. KIERNAN, Aimee PERONDINE and Jennifer GARTEN, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of February, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 24th day of February, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of May, 2016.



Gerald F. Haley

Gerald F. Haley, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable.....	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923


LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES.....	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders.....	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.




Notary Public

The logo for Brox Industries, Inc. features the word "BROX" in white, bold, sans-serif capital letters. The letters are set against a red background that is part of a larger graphic consisting of a red square and a black triangle.

BROX INDUSTRIES, INC.

1471 Methuen Street • Dracut, MA 01826-5439
(978) 454-9105 FAX:(978) 805-9720
www.broxindustries.com

CERTIFICATE OF VOTE

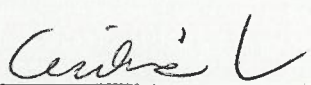
By a unanimous consent in lieu of a meeting of the Board of Directors of Brox Industries, Inc. on August 8, 2015 it was:

VOTED: That ROBERT J. COSTA, GREGORY R. MACKENZIE and MARK J. NIKITAS of this corporation are hereby individually authorized to execute bids, contracts and bonds, up to a limit of One Million Dollars (\$1,000,000.00) in the name and behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in this corporation's name on its behalf by such ROBERT J. COSTA, GREGORY R. MACKENZIE or MARK J. NIKITAS under seal of the company, shall be valid and binding upon the corporation.

VOTED: That STEPHEN M. BROX and HENRY HYDER, III of the corporation are hereby individually authorized to execute bids, contracts and bonds, with no limit, in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in this corporation's name on its behalf by such STEPHEN M. BROX and HENRY HYDER III under seal of the company, shall be valid and binding upon the corporation.

A TRUE COPY,

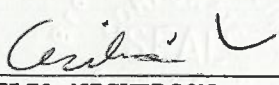
ATTEST:



CECILIA NICKERSON
Clerk of the Corporation
1471 Methuen Street
Dracut, MA 01826

I HEREBY CERTIFY that I am the Clerk of BROX INDUSTRIES, INC. and that ROBERT J. COSTA, GREGORY R. MACKENZIE and MARK J. NIKITAS are duly elected Managers of said Corporation, that STEPHEN M. BROX is the President of said company, that HENRY HYDER III is the Assistant Clerk of the company, and that the above votes have not been amended or rescinded and remains in full force and effect as of this date.

Dated: August 8, 2015



CECILIA NICKERSON

**LEGAL NOTICE
INVITATION TO BID**

The Town of Pelham, NH is seeking separate sealed bids for the following items:

Roadway Pavement Management:

Paving

for the construction period between June 1, 2016 and December 1, 2016. Bid documents may be picked up at the Town Hall, 6 Village Green, Pelham, NH or can be obtained from the town website at <http://www.pelhamweb.com/rfp> or mailed upon request.

All bids must be received in the Selectmen's office at 6 Village Green, Pelham, NH, by 4:00 P.M. on May 19, 2016. Bid submitted after this time will not be accepted. All bids will be publicly opened and read aloud at the Selectmen's Conference Room, 6 Village Green, Pelham, NH on May 20, 2016 at 10:00 A.M. All bids must be submitted in sealed envelopes addressed to the Board of Selectmen bearing on the outside, the name of the bidder, his address and the name of the Project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by registered mail).

All decisions in reference to the bid or selection of the contractor will be made by the Board of Selectmen or an authorized agent. The Town reserves the right to reject any and all bids or any portion of any bid or waive any bid informality deemed in the best interest of the Town. No bidder can withdraw his bid within sixty (60) days after the date of opening.

Pelham Highway Department
Pelham, NH

INFORMATION BIDDERS

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2. QUANTITY OF WORK
3. SELECTION OF BIDDER
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6. DISQUALIFICATION OF BIDDERS
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9. LOCATION OF WORK
10. SUPERINTENDENCY BY CONTRACTOR
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14. AWARD OF CONTRACT
15. SECURITY FOR FAITHFUL PERFORMANCE/PAYMENT
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1. REQUEST FOR BIDS

Sealed proposals for the Town of Pelham (hereafter referred to as the Town or the Owner), Roadway Pavement Management Projects will be received at the office of the Selectmen, 6 Village Green, Pelham, NH until 4:00 p.m. Eastern Daylight time on May 19, 2016. All bids will be publicly opened and read aloud at the Selectmen's Conference Room, 6 Village Green, Pelham, NH on May 20, 2016 at 10:00 A.M. All bids must be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the Project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by registered mail).

The projects include shim and/or overlay, cape cod berm and paving of collector & local streets throughout the Town of Pelham, and incidental work at locations to be subsequently determined by the Highway Agent. The projects are scheduled for the 2016 construction period and will be in effect beginning June 1, 2016 to December 1, 2016.

Bid proposals and specifications may be examined and obtained at:

Selectmen's Office
6 Village Green
Pelham, NH 03076

Or on the Pelham NH website at <http://www.pelhamweb.com/rfp>

Each bidder must deposit with his bid, a bid security in the amount of \$500.00. A performance/payment bond, in the amount of 100% of the contract price, executed by a surety company licensed to do business in New Hampshire will be required of the successful bidder prior to starting the work.

The work will commence on the date which will be specified in the Notice To Proceed. All work shall be completed by the date specified in the Notice to Proceed. Liquidated damages as set forth in the Contract Documents will be assessed for each and every calendar day of delay in the completion of the work.

2. QUALITY OF WORK

There are no accurate estimates of the quantities of work to be performed under this contract, and any variation in quantities shall not be as valid grounds for any claim for damages or loss of profits or change orders. The Town specifically reserves the right to contract any quantity of item if desirable, to keep expenditures within available funds. The quantity of work as given for each item in the proposal attached thereto are only approximate and are assumed solely for the comparison of proposals.

3. SELECTION OF BIDDER

All decisions in reference to the bidding and the selection of the Contractor will be made by the Board of Selectmen or an authorized agent. The Town reserves the right to reject any and all bids or any portion of any bids or to waive any bid formality deemed in the best interest of the Town. The Town reserves the right to award any selected bid items from various contractors. No bidder may withdraw his bid within sixty (60) days after the date of opening thereof.

4. SIGNATURES OF BIDDERS

The firm, corporate or individual name of the bidder must be signed by the bidder in the space provided for the signatures on the proposal blank. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of partnership, the signature of at least a majority of the partners must follow the firm name using the term "member of the firm". In case of any individual, use the term doing business as..." or sole owner". The bidder shall further state in his proposal, the name and address of each person or corporation interested therein.

5. QUALIFICATIONS OF BIDDERS

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. No award will be made to any BIDDER who cannot meet all of the following requirements:

- a. He shall not have defaulted on any contract within three years prior to the Bid date.
- b. He shall maintain a permanent place of business.
- c. He shall have adequate personnel and equipment to perform the work expeditiously.
- d. He shall have suitable financial status to meet obligations incident to the work.
- e. He shall have appropriate technical experience in the class of the work involved.
- f. He shall not have failed to perform satisfactorily on contracts of a similar nature.
- g. He shall not have failed to complete previous contracts on time.
- h. He shall have a minimum of five (5) years experience as a business.
- i. He shall have completed a minimum of three (3) similar projects.
- j. He shall have a paver capable of paving 10 ft. wide

6. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any and all proposals will be rejected if there is a reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.

7. INTERPRETATION

All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. An interpretation of questions which, in the OWNER'S opinion, require interpretation will be issued by Addenda mailed by certified mail with return receipt requested to all parties recorded by the OWNER as having received the Bidding Documents not later than 5 days prior to the date set for opening Bids. Questions received less than 6 days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal affect.

8. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the construction set forth in his bid. Insofar as possible, the CONTRACTOR, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

The CONTRACTOR shall keep himself fully informed and comply with all the laws, ordinances and regulations of the Federal, State and Municipal Governments in any manner affecting his employees, or the conduct of the work, or the materials used or employed in the work.

9. LOCATION OF WORK

The work herein specified is located on various roads, and other pavement projects for the 2016 construction period in Pelham, NH

10. SUPERINTENDENCY BY CONTRACTOR

Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall have a competent superintendent, satisfactory to the TOWN, on the work at all times during working hours, with full authority to act for him. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expedition of his work.

11. BID SECURITY

Each bid must be accompanied by the bid Bond or certified treasurer's or cashier's check of the bidder in the amount of \$500.00. Such bonds or checks will be returned to all except the three lowest formal bidders within 15 calendar days after the formal opening of bids, and the remaining checks will be returned promptly after the TOWN and the accepted bidder have executed the Contract, or if no contract has been executed, within 90 calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bond required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the TOWN, as liquidated damages for such failure or refusal, the security deposited with his bids.

13. DETERMINATION OF LOW BIDDER

Bids will be compared on the basis of the unit bid price and approximate quantity. The town reserves the right to select the bid that best meets the town's needs as determined by the Board of Selectmen or its authorized agent. While price would be a substantial factor in the Selectmen's or its authorized agent's decision, the town reserves the right to select a contract without the lowest cost proposal. All items will be awarded as one contract.

14. AWARD OF THE CONTRACT

Notice of the acceptance of this proposal will be given to successful bidder by the TOWN by posting a registered letter to the address stated in said proposal.

15. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

Prior to starting the work, the successful bidder must deliver to the Town an executed Bond as security in the amount of (100%) one hundred percent of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the TOWN, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit use and occupancy of the project or any portion thereof prior to formal acceptance by the TOWN.

Attorney In Fact and/or other officer who sign Contract Bonds must file with each Bond a certified copy of their power of attorney to sign said bonds.

16. COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall commence work under this Contract as specified in the Notice to Proceed at those locations specified by the Town. And the work shall be completed by the date specified in the Notice to Proceed.

17. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK

Liquidated damages in the amount equal to two hundred (\$200.00) dollars plus Engineering charges for each calendar day of time consumed in completing the work under this Contract beyond the time set in the Notice to Proceed.

18. ASSIGNMENT

No assignment by the CONTRACTOR of any contract of any part thereof of any monies due or to become due thereunder, may be made without the prior written approval of the TOWN, and then only after the surety company has been given due notice in writing of such assignment, and approves in writing.

19. LIABILITY INSURANCE

The CONTRACTOR shall take out and maintain during the life of the contract such Workmen's Compensation and Comprehensive General Liability Coverage Insurance as shall protect him and any subcontractor performing work covered by this Contract, from claims and damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. All policies must allow use and occupancy of the Project or any portion thereof prior to formal acceptance by the TOWN.

20. SOCIAL SECURITY ACT

The Contractor shall be and remain independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security unemployment insurance, or old age retirement benefits, annuities now or hereafter imposed or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated.

21. WATER SUPPLY

All water for construction purposes as well as the expense of having water conveyed about the work, must be provided by the CONTRACTOR; and the cost of this work shall be considered as having been included in the prices stipulated for the several items of work to be done under this contract. The source, quality and quantity of water furnished shall be at all times satisfactory.

22. CONTROL OF POLLUTION DUE TO CONSTRUCTION

During construction, the Contractor shall take precautions sufficient to avoid the leaching runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride and any other polluting materials which are unsightly or which may be harmful to humans, fish or other life, into groundwater and surface waters of the State.

23. SAFETY & HEALTH REGULATIONS

This project is subject to all safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974. CONTRACTORS must become familiar with the requirements of these regulations.

24. NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

25. ALTERNATES, SUBSTITUTIONS AND CONTRACTOR'S OPTIONS

Whenever in the Plans and Specifications any item or equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved equal product, acceptable to the TOWN, may be substituted by the Bidder or the CONTRACTOR.

In the event of acceptance of any alternative or substitution, it shall be the responsibility of the CONTRACTOR to coordinate such alternate or substitute items with all other items to be furnished, to assure the proper fitting together of all items. Any additional cost incident to the coordination and/or fitting together with alternate or substitute items shall be borne by the CONTRACTOR at no extra cost to the TOWN. Similar responsibility applies to items which are left to the CONTRACTOR'S option.

26. TECHNICAL SPECIFICATIONS

The Technical Specifications for this project are, unless specifically stated otherwise, based upon the New Hampshire Department of Public Works and Highways latest edition of "Standard Specifications for Road and Bridge Construction". Bidders are required to have a copy of the latest edition thereof, and are responsible for being thoroughly familiar with them. Copies may be obtained from the Department Offices at the John O. Morton Building, Hazen Drive, Concord, New Hampshire.

27. PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence work until a conference has been held at which representatives of the Contractor, and the OWNER are present.

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. Items which are not bid shall be marked "No Bid".
4. The quantities of work as given for each item 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 and approximate quantity. All items will be awarded as one contract.

ITEM	DESCRIPTION	APROX. QUANTITY	UNIT	UNIT PRICE
1.	Bituminous Pavement "complete in place" <u>Seventy-Two</u> Dollars <u>Fifteen</u> Cents	4,400	Ton	\$72.15
2.	Tack Coat <u>Three</u> Dollars <u>Eighty</u> Cents	2,500	Gallon	\$3.80
3.	Cape Cod Berm <u>Five</u> Dollars <u>Ninety</u> Cents	500	Linear ft.	\$5.90

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:

President/Treasurer Stephen M. Brox 22 Harbor Street, Manchester, NH 01944

Clerk Cecilia Nickerson 19 Sunrise Drive, Hudson, NH 03051

BY:  Sales/Marketing Manager
Mark J. Nikitas