TOWN OF UPTON, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

May 20, 2016

Memo To: Board of Selectmen
Subject: Contract Award – All States Asphalt, Inc..
Rubber Chip Sealing – Contract 17-3

On May 19, 2016 the Town opened bids from one (1) contractor for the application of Rubber Chip Sealing for Crockett Road and the Playground parking lot adjacent to the VFW. Based upon the quantities of materials and work to be performed used in the bid document, the only bid was received from All States Asphalt, Inc. of 325 Amherst Rd, Sunderland, MA in the amount of $72,800.00.

Following the bid opening, John Johnson and I called all of the references provided in the bid package. References were asked of the contractor's; overall satisfaction and performance, ability to complete work on time, whether or not the contractor initiated any change orders for the respective projects and would they hire the contractor again if given the opportunity. All references reported an excellent project experience with the contractor and would hire them again. I also verified with Liberty Mutual (Bid Bond) as to whether or not any claims had been filed against their bond on previous paving projects; the response was no claims were ever made.

Based upon the bid submission, strong references, prior work in Upton and outstanding bond rating, I recommend that the Board of Selectmen deem All States Asphalt, Inc. a responsive and responsible bidder and award them the contract.

The available funding sources for this project are the FY2017 ATM appropriation of $350,000.00. It is noted that a portion these funds will also be utilized for the Road Reconstruction Project which is under a separate contract. Any necessary contingencies, police details, etc. will be funded from the remaining balance of the appropriation.

Given that the bid for this project came in under our initial estimate of $75,000.00, the remaining availability Town Appropriation can be utilized to expand the paving program. The Massachusetts Attorney General's Office has advised that this action would be permissible. Consequently, allowing for a 20% increase to the bid amount, I recommend that the Board of Selectmen set the not-to-exceed contract value at 74,256.00. The Department of Public Works is actively evaluating the most appropriate site(s) for this potential additional work and will seek prior approval for any scope expansion.

Once the contract is awarded by the Board of Selectmen, I request that the Board of Selectmen authorize the Town Manager to issue a Notice to Proceed. Doing so will trigger the requirement for the contractor to execute the contract and furnish the Town with payment and performance bonds, a satisfactory insurance certificate and a schedule of work that anticipates substantial completion being achieved 120 days after the Notice to Proceed is issued.

Once all of the appropriate documentation is in place and we can anticipate a start date by All States Asphalt, Inc., the Department of Public Works will make residents of the affected streets aware of the work schedule. Our staff will also provide inspection of the work to be performed as well as verify the quantities of materials and recommend that requisitions for payment be approved.

Given that the value of the contract exceeds $25,000, I am requesting that the Board of Selectmen review this recommendation, take action to approve the contract and provide the Town Manager with authorization to execute it on the Town's behalf. Please let me know if you have any further questions about this request, or need any additional information.

Sincerely,

Vincent J. Roy
Director of Public Works

Enc.: Roads Program Budget

Cc: Blythe Robinson, Town Manager
John J. Johnson, Highway Supervisor
File

TOWN MANAGER
Blythe C. Robinson

DIRECTOR OF PUBLIC WORKS
Vincent J. Roy
One Main Street • Suite 13 • Upton, MA 01568
T: 508.529.3067 • F: 508.529.1001

All States Asphalt, Inc.
All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

May 19, 2016

Town of Upton
Town Manager's Office
1 Main Street
Upton, MA 01568

Dear Sir or Madam:

We are pleased to submit the following proposal for Chip Sealing – Contract No. 17-3.

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 Upton.

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

Very Truly Yours,

ALL STATES ASPHALT, INC.

Alan L. Chicoine
Vice President

TOWN OF UPTON

DEPARTMENT OF PUBLIC WORKS

BID PACKAGE
FOR
CHIP SEALING

CONTRACT # 17-3

May 4, 2016

Vincent J. Roy, DPW Director
John J. Johnson, Highway/Parks Supervisor

Bid Opening
10:00 a.m. Thursday, May 19, 2016
Deadline for Questions
2:00 p.m. Thursday, May 12, 2016

CHIP SEALING
CONTRACT # 17-3

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time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition.

The Town may in its discretion waive minor informalities or allow the bidder to correct them. If a mistake in the intended bid is clearly evident on the face of the Bid Document, the Town shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the bidder may not withdraw the bid. The bidder may withdraw a bid if a mistake is clearly evident on the face of the Bid Document but the intended correct bid is not similarly evident.

7. Interpretation of Purchase Description: No interpretations of the purchase description or other contract documents will be made by the bidder orally. Every request for such interpretation shall be in writing addressed to the Town Manager, and to be given consideration, must be received five business days prior to the date fixed for the receipt of bids. Any such interpretations and any supplemental instructions will be in the form of written addenda to the purchase description which, if issued, will be mailed to all prospective bidders. All addenda shall become part of the General Contract.

8. Cancellation/Rejection of Bids: The Town may cancel an invitation for bid or may reject in whole or in part any and all bids or proposals when determined that cancellation or rejection serves the best interests of the Town. The Town shall state in writing the reason for a cancellation or rejection. The Town may also defer the start of work operations should they deem it in the best interest of the Town to do so.

9. Contract: A Contract will be prepared by the Town of Upton and must be endorsed by the vendor and the Town before the delivery of goods/materials/labor. The vendor must agree to maintain all prices quoted in the Proposal until the completion of the Project.

   The "Vendor" is herein identified as the party to whom the bid award is made.

   A copy of the Vendor's Proposal, the Instruction to the Bidders, the Project Description, Bid/Payment Bond and Certificate of Insurance shall be attached to and incorporated into the Contract. The terms and conditions in these documents shall be deemed required and enforceable and shall constitute the body of the Contract.

10. Guarantee: All machinery, furniture, equipment and all tangible and durable items and all workmanship shall be guaranteed and warranted by the vendor for a period of not less than one year from the date of project completion. The date of project completion shall be determined by the Town. In addition, the manufacturers guarantee shall be furnished by the vendor. Any machinery, furniture, equipment and all tangible and durable items or any workmanship or any other items provided under this Contract which are or become defective during the guarantee or warranty period shall be replaced by the vendor free of charge with the specific understanding that all

A.	Bodily Injury Each Accident	$1,000,000
B.	Bodily Injury Disease - Aggregate	$5,000,000
C.	Bodily Injury Disease - Each Employee	$1,000,000

b. Comprehensive General Liability:

A. Each occurrence	$1,000,000
B. Damage to rented premises	$3,000,000
C. Medical expense (any one person)	$5,000
D. Personal & adv injury	$1,000,000
E. General aggregate	$2,000,000
F. products – comp / op AGG	$2,000,000

c. Automobile Liability**

A.	Comp. Auto Liability** - Bodily Injury Per Person	$ 500,000
B.	Comp. Auto Liability** - Bodily Injury Per Accident	$1,000,000
C.	Comp. Auto Liability** - Property Damage	$ 500,000

**Provide coverage for all Owned, Non-Owned, and Hired Vehicles

The Liability Policy should be Broad Form and include coverage for premises and operations and product liability.

d. Miscellaneous, or not covered above:

A. Damage to Town property
B. Claims filed by contractor employees against Town
C. Comprehensive Automobile Liability Insurance should be written to include owned, hired and non-owned vehicles and it shall provide Extra Territorial Coverage.

e. The Town of Upton, MA must be named as an additional insured on the vendor's policy. No insurance shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town of Upton. All parties shall also be notified of the attachment of any restrictive amendments to the policies.

f. The Town reserves the right to amend the insurance requirements specified above to protect the interests of the Town and to secure a successful bid. Any deviation from the insurance requirements must be noted by the bidder, in writing, and attached to the Bid Proposal Form.

14.2. Indemnification: The vendor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the vendor, and shall exonerate, indemnify and hold harmless the Town's officers, agents, and all employees from and against them and local taxes or contributions imposed or required

18. Compliance: The Vendor will agree to adhere to all Federal, State and Local Laws and Regulations including all applicable Civil Rights Acts, Section 3 of the Housing Rehabilitation Act of 1974, Davis-Bacon and Related Acts, Contract Work Laws and Safety Standards Act, the Copeland "Anti-Kickback" Act and all Equal Employment Opportunity Laws. It is the vendor's responsibility to assure and certify compliance with all applicable laws and regulations. The vendor must agree to supply information or certification of compliance with any or all Federal, State or Local Laws and Regulations.

19. Selection Criteria: The key selection criteria will be the cost of the services. All Contracts are subject to appropriation. The execution of a Contract is subject to adequate financial **MassDOT Chapter 90 funds** for the item(s) or project(s) advertised. The lack of adequate financial funds for the proposed item(s) or project(s) constitutes grounds to reject all proposals or those proposals that exceed the financial limitations imposed by the Town of Upton.

20. Certificate of Approval: MHD PRE-QUALIFICATION: Contractors intending to bid on his project must be pre-qualified with the Massachusetts Highway Department (MHD) at the time of the bid opening. However, contractors need not obtain any forms from the MHD prior to receiving the specifications. All proposals submitted by non pre-qualified bidders will be rejected.

    Subject to MHD pre-qualification the Town will review all bids, and will select the lowest most responsible and eligible bidder. The lowest most responsible bidder will be determined based upon the summation of the grand total contract bid item amounts for the three (3) year period. Before any contract is awarded, the bidder may be required to furnish a complete statement of origin, composition and manufacturer of all materials to be supplies under the bid proposal.

    The Town reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications. In the event that two or more responsive and eligible bidders are tied with the lowest price, then the bidder whose bid was received first by the Town will be awarded the contract.

    Upon bidder selection, the Town of Upton will mail to the selected Vendor, three (3) contracts to be executed by the Vendor and returned to the Town of Upton with the appropriate insurance certificates. The Town of Upton will then counter execute the three (3) contracts and return one complete contract to the Vendor. The Town's Standard Contract is available online. Bidders are expected to review the sample contract "Short Form Agreement". Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

21. Bids Due: Sealed bids will be due at the Town Manager's Office, Town Hall, 1 Main Street, Upton, Massachusetts on **May 19, 2016 until 10:00 AM EST**. All Bids should

SECTION 2 - PURCHASE DESCRIPTION

GENERAL DESCRIPTION

This Bid consists of work in approximate quantities as listed in the Proposal Forms, which state the location and description of the work to be done and the materials to be furnished.

The Plans and Specifications, Proposal and Addenda shall form part of this Contract.

QUANTITIES

All bids will be compared on the total estimate of quantities of work to be done, as shown in the Proposal.

These quantities are approximate only, being given as a basis for the comparison of Bids and to determine the approximate amount of the consideration of the Contract. The bidder will be required to complete the work specified or as shown on the drawings, within the required time period, whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. The final payment will not be made until the work is completed.

The unit price bid for each item must allow for all collateral or indirect costs connected with it.

MATERIAL DISPOSAL

The contractor, at no additional cost to the Town, shall dispose of all material that has been removed.

INVESTIGATION OF CONDITIONS

Bidders are expected to visit the locality of the work and acquaint themselves with all available information concerning local conditions. They are also expected to make their own estimates of the facilities needed and difficulties attending the execution of the proposed Contract including local conditions, availability of labor, uncertainties of weather and other contingencies. In no event will the Town assume any responsibility whatever for an interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint himself with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating the difference and costs of successfully performing the complete work.

At the bidder's request, a representative of the Town will point out the site of the proposed operations.

ADDENDA

The bidder is required to acknowledge receipt of any addenda issued to the Contract by inserting the addendum number in the space provided on the Proposal Form.

DIG SAFE LAW

Before proceeding with contraction operations, the contractor shall notify that he State of Massachusetts Underground Plant Damage Prevention System (Dig Safe) at 1-888-344-7233, and shall make such supplemental investigations.

COOPERATION

The contractor shall cooperate with all other contractors or other forces within the limits of the work specified. The contractor shall allow the necessary access to the site to other contractors and utility companies and their agents. The contractor shall be responsible for preventing damage by others to the work performed under this Contract or for having damage repaired, either by the party responsible or at his own expense.

PUBLIC CONVENIENCE

The contractor shall so conduct his operation as to offer the least possible obstruction and inconvenience to the public.

Vehicular and pedestrian traffic will be maintained on all streets located within the project unless permission is received in writing from the Superintendent of Public Works or his representative to close the street.

Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

TRAFFIC

Prior to beginning work, the contractor shall submit a Schedule of Operations and a Traffic Control Plan to the Upton Department of Public Works (DPW). No work is to be performed without the approval of the Upton DPW.

POLICE PROTECTION

The Town of Upton will furnish and pay for police when and where the Town decides police protection is necessary. The contractor shall notify the Police Department of the anticipated requirements as the work progresses, so that each day's protection can be scheduled not later than the preceding day.

REFERENCE TO SECTIONS

All references to (section numbers) refer to the standard specifications for Highways and Bridges for the Commonwealth of Massachusetts, latest edition.

SIMILAR CONSTRUCTION IN OTHER LOCATIONS

Construction of similar work may be needed in other locations and may be included in this Contract by agreement between the Town and the contractor. Any such work is to be paid for on a unit price basis at the prices bid under the Contract. Extra work orders will be given to the contractor for any such work on a unit price basis at the prices bid in the

FY 16 CONSTRUCTION PROGRAM

	STREET	LOCATION	SQUARE YARDS	WORK
1	Crockett Road 1.02 miles	Milford Town Line to the end of Road	12,200	Application of 20% Rubber Chip Seal
2	VFW Playground Parking Lot	15 Milford Street	3,800	Application of 20% Rubber Chip Seal
3				
4				
5				

particular class, as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts.

RULES AND REGULATIONS CONCERNING DISTINCTIVE SLOW-MOVING VEHICLES

In accordance with the provisions of Section 7 of Chapter 90 of the General Laws as most recently amended by Chapter 684 of the Acts of 1970 and following due notice and a public hearing held on January 8, 1971 at the Registry of Motor Vehicles, 100 Nashua Street, Boston, Massachusetts, I hereby prescribe the following standards and specifications for a distinctive slow-moving vehicle emblem.

1.1 The minimum total construction and the dimensions of the emblem shall conform to the Society of Automotive Engineer's standards as last revised in June, 1967.

1.2 The emblem shall be securely mounted on the rear of the vehicle with a broad base down facing squarely to the rear of said vehicle, as near to the center as possible with the bottom of the emblem not less than 3 feet nor more than 5 feet above ground. Said emblem shall be kept clean.

Incorporated herein and made a part of these rules and regulations is the standard of the Society of Automotive Engineers, SAE-J943A as last revised in June, 1967 pertaining to a slow-moving vehicle identifications emblem.

FINAL CLEAN-UP

Upon completion of the work and before acceptance and final payment, the contractor shall remove and dispose of in an approved manner at his own expense, from the right-of-way, construction site, dredging site, and adjoining property, all temporary structures and all surplus materials and rubbish which the contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition. No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Superintendent. The contractor shall not abandon any material at or near the site regardless of whether or not it has any value.

PERMITS

The contractor will be responsible for any and all permits unless otherwise approved by the Department of Public Works.

EMERGENCY TELEPHONE NUMBER

A 24-hour telephone number must be supplied along with the name of the person to be notified for repairs or emergencies. Failure to respond will necessitate the actuation of Town crews at the Contractor's expense.

BARRICADES

SECTION 3 - SCOPE OF WORK

All work done under this Contract shall be performed in accordance with Division II and III of the latest edition of the Massachusetts Standard Specifications for Highways and Bridges as amended, except as otherwise required in these specifications.

Unless otherwise specified, the work to be completed under this Contract consists of the furnishing of all equipment, labor and materials and performing all work in strict compliance with these specifications for the construction of sidewalks, curbing, class I bituminous concrete pavement, drainage pipes, adjusting frames and covers and all else specified herein, together with all related work. The work is located in the Town of Upton, Massachusetts, in the various streets and locations noted in the Proposal. All work shall conform to drawings and standard details on file with the Town of Upton, Department of Public Works, along with any changes, drawings, plans and written directions that may, from time to time, be issued by the Contracting Officer.

SPECIFICATIONS FOR ASPHALT-RUBBER SURFACE TREATMENT WITH AGGREGATE COVER

STRESS ABSORBING MEMBRANE - SAM STRESS ABSORBING MEMBRANE INTERLAYER - SAMI

This specification covers requirements for materials, manufacture, and application of asphalt-rubber as a stress absorbing membrane (SAM) or a stress absorbing membrane interlayer (SAMI). This specification shall consist of an application of a combined reacted mixture of hot paving grade asphalt and ground rubber followed immediately with a cover material.

1.0 BASE MATERIALS

1.1 Asphalt Cement

Asphalt cement for the asphalt-rubber mixture shall be PG 58-28 OR PG 64-28, complying with the requirements of appropriate state or local specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.

1.2 Anti-stripping Agent

If required by the job-mix formula to produce appropriate water resistance, an anti-stripping agent that is heat stable and approved for use by the Agency shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the granulated rubber.

1.3 Rubber

2.0 ASPHALT-RUBBER MIXING AND REACTION

2.1 Mixing and Reaction

The percent of rubber shall be 20 +/- 2% as indicated by the mixture design for specific project requirements by weight of total mixture, that is, by total weight of asphalt cement, plus granulated rubber. The exact granulated rubber content shall be determined by the mix design submitted by the asphalt-rubber supplier based on laboratory testing. The temperature of the asphalt shall be between 177°C and 218°C, (350°F and 425°F), at the time of addition of the by the mix design. The temperature of the asphalt-rubber mixture shall be above 163°C, (325°F), during the reaction period.

2.2 Delays

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 191°C, (375°F). An additional quantity of granulated rubber or additive not exceeding 3% by volume of the hot asphalt-rubber mixture may be added after reheating.

2.3 Viscosity

Viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,000 to 3,500 centipoise.

3.0 EQUIPMENT

3.1 Mechanical Blender

A mechanical blender for proper proportioning and thorough mixing of the asphalt-cement and granulated rubber is required. This unit shall be equipped with: an asphalt totaling meter (liters or gallons); a flow rate meter (liters per minute or gallons per minute); a positive displacement auger to feed the rubber properly to mixing chamber at the specified rate; and a static motionless mixer. Blender will have a separate rate; and a static motionless mixer. Blender will have a separate asphalt cement feed pump and finished product pump to maximize production. Blender shall be capable of providing 100% proportional mix at any given time during the blending cycle and documentation from the manufacturer, supporting this, shall be submitted to the awarding authority if requested.

3.2 Distributor Truck

On projects exceeding 31.8 metric tons, (35 tons), of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition will be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 218°C, (425° F); an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 3,500 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically

3.6 Steel-Wheel Roller

One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 7.3 and 10.9 metric tons, (8 and 12 tons), and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

4.0 CONSTRUCTION PROCEDURES

4.1 Preparation

Potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the owner with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required. Immediately prior to application of the asphalt-rubber, the surface shall be thoroughly cleaned by sweeping. Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

Seasonal and Weather Limitations

The asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 10°C, (SOT), and rising. No water shall be present on the road surface.

4.3 Application

The asphalt-rubber mixture shall be applied at a temperature of 170° to 215°C, (338°F to 419°F), at a rate of 2.5 to 2.9 liters per square yard, (0.55 to 0.65 gallons per square yard). Exact rate to be determined by the aggregate gradation, traffic volume and pavement condition.
Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 10.2 to 15.2 centimeters, (4 to 6 inches). During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

4.4 Aggregate Application

The application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot pre-coated aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread directed by the Agency, generally between 16.3 to 21.7 kilograms per square yard, (30 to 40 pounds per square yard). Any deficient areas shall be covered with additional material.

4.5 Rolling

A minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber. Two rollers must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three coverage's

Bid Form A: Bid Value Rubber Chip Seal						
Bid Item		**Unit Price Estimate**	**Unit Type**	**Estimated Quantity**		**Total Anticipated Cost**
1	20% Rubber Chip Seal	$ 4.55	S.Y.	X	16,000	$ 72,800.00
	Total Bid Price for Items					**$** 72800.00
	Handwritten Total Bid Price $ Seventy Two Thousand Eight Hundred Dollars No cents					

Company Name:
All states Asphalt, Inc.

The Bidder hereby acknowledges receipt of Addendum numbered: None

If no Addendum is received, the Bidder shall fill in "None".

Note: All Quantities Indeterminate - for bid price only

All amounts and totals given above will be subject to verification by the Town. In case of variation between unit bid price and totals shown by the bidder, the unit price written in words will be considered to be the bid.

The Town reserves the rights to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the Town.

TIME OF COMPLETION

The time for completion of this Contract is 120 days.

BID FORM

PROPOSAL

(1) If a Corporation:

Full Legal Name: All States Asphalt, Inc.

State of Incorporation: Massachusetts

Principal Place of Business: 325 Amherst Rd., Sunderland, MA Zip Code 01375

Qualified In Massachusetts: Yes X No ____

Place of Business in Massachusetts 325 Amherst Road Sunderland, MA 01375 Tele 413-665-7021

NOTE: The Office of the Attorney General, Washington, D.C., requires the following information on all bid proposals amounting to $1,000.00 or more.

E.I. Number of Bidder: 04-2216868

This number is regularly used by companies when filing their "Employ's Quarterly Federal Tax Return", U.S. Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER: _____
Alan L. Chicoine

TITLE: Vice President DATE: May 19, 2016 BID SECURITY # 7133185

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Massachusetts County of Franklin,

being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of
   All States Asphalt, Inc.
   The bidder that has submitted the attached bid

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the id price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Upton or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents (representatives, owners, employees, or parties in interest, including this affiant.

Signed _____
Alan L. Chicoine
Title Vice President

Subscribed and sworn to before me

this 19th day of May, 2016

Signature & Title _____
Heather L. Whittier, Notary Public

HEATHER L. WHITTIER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 6, 2020

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, _____.

ATTEST:

_____
Principal

_____ By _____
(Principal Secretary)

_____

_____

_____
(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

_____

_____
(Address-Zip Code)

ATTEST:

_____
Surety

_____ By _____

_____
(Attorney-in-Fact)

_____

_____
(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

_____

_____
(Address-Zip Code)

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

ATTEST:

_____
Principal

_____ By _____
(Principal Secretary)

_____

_____

_____
(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

_____

_____
(Address-Zip Code)

ATTEST:

_____
Surety

_____ By _____

_____
(Attorney-in-Fact)

_____

_____
(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

_____

_____
(Address-Zip Code)

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

ARTICLE 4: SCHEDULE OF PERFORMANCE: In accordance with the Scope of Work, the Contractor shall perform the work, or provide the supplies, equipment, or materials according to the following schedule:

ITEM / REPORT / TASK	TIME FOR COMPLETION
Contract #17-3 completion	**120 days from the date of contract execution**

ARTICLE 5: CONTRACT AMENDMENTS: All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Owner and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders, and changes shall be approved by the Town Accountant prior to execution by the authority of the awarding authority. No amendment, change order or change to the Contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to the Contract shall be in accordance with G.L. Chapter 30B, Section 13.

ARTICLE 6: BONDING AND INSURANCE REQUIREMENTS: The Contractor shall furnish the following Bonds and Insurance Certificates as Contract security: All Insurances and Bonds as required by the Owner in the Town of Upton, Massachusetts, **"Contract Documents for Road Reconstruction and Repairs, Contract #17-2"**, dated **July, 2015** These Insurances and Bonds are specified in: **Section 10- Bid Bond, Section 11 - Performance/Payment Bond and Section 13 - Insurance to be maintained by the Contractor and Indemnification of Town by Contractor.**

ARTICLE 9: CONTRACT TERMINATION: The Owner may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract.
2. Violation of any of the provision of this Contract by the Contractor.
3. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds or criminal activity with any funds provided by this Contract.

ARTICLE 10: INDEMNIFICATION: The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner as specified in Section 13.2, Indemnification. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 11: AVAILABILITY OF FUNDS: Compensation may be provided by the Commonwealth of Massachusetts, Department of Transportation, Chapter 90 funds, and is subject to any rules and regulations of the Commonwealth. When funds are not appropriated or otherwise made available or adequate for any other reason, the procurement officer shall reduce the scope of work or cancel this Contract. The Owner retains the right to adjust quantities more or less so as not to exceed allocated State funds.

ARTICLE 12: APPLICABLE LAWS, REGULATIONS: The Contractor agrees to comply with other applicable Federal/State/Local Laws, Regulations or Ordinances effecting the successful completion of this Contract. Such Laws, Regulations, or

TOWN OF UPTON, MASSACHUSETTS

DEPT OF PUBLIC WORKS

CONTRACT # 17-3

FOR
CHIP SEALING

NOTICE TO PROCEED

TO: DATE:

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____.

Owner: Town of Upton

By: _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed
is hereby acknowledged by:

_____

this the _____ day of _____, _____

By:_____

Title: _____

Standard Specifications for Highways and Bridges, Division III, Section M3.11.03. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time.

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price. The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax. The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month. This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No adjustment will be paid for work done beyond the extended completion date of any contract. Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity. The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED FUEL FACTORS

	Diesel	**Gasoline**
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

All States Asphalt, Inc.
PO Box 91, Sunderland, MA 01375 • 413.665.7021

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.

All States Asphalt, Inc.
All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

ASPHALT RUBBER SURFACE TREATMENT REFERENCES

Town of Yarmouth, MA	Highway Department 507 Buck Island Road South Yarmouth, MA 02673 Jim Henderson $ 811,303.00 / 2014	774.353.7259
Town of Northfield, MA	Highway Department 69 Main Street Northfield, MA 01360 Tom Walker $ 129,446.00 / 2014	413.498.5117
Town of Hanover, NH	Highway Department 194 Lebanon Street Hanover, NH 03755 Mike Chase $ 55,035.00 / 2014	603.643.3327
Town of New Britain, CT	Public Works Department 27 West Main Street New Britain, CT 06051 Mike Caruso $ 323,343.77 / 2014	860.826.3350
Town of Charlestown, RI	Public Works Department 4540 So. County Trail Charlestown, RI 02813 Alan Arsenault $ 108,749.10 / 2013	401.364.1230
Town of Sunderland, MA	Highway Department 111 River Road Sunderland, MA 01375 George Emery $ 85,359.12 / 2014	413.665.1460

All States Asphalt, Inc.
All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

ASPHALT RUBBER EQUIPMENT

Description	Year	Make	Model/Serial #
Chip Spreader	2011	Etnyre	K6635
Flowboy	1999	MACK	RD688S039565
Flowboy	2016	MACK	GU713027208
Flowboy	2002	MACK	CV713001180
Flowboy	2016	MACK	GU713027209
Distributor	2013	MACK	GU713016763
10 Ton Rubber Roller	1988	Hyster/C530	A91C3947J
10 Ton Steel Roller	1999	CAT	9XL00227/5HK6926
Loader	2006	Kamatsu	68238

All Equipment is OWNED and not leased or rented.

All States Asphalt, Inc.
All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

CORPORATION CERTIFICATE TO ACTION

I, **Heather Whittier**, do hereby certify:

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.

Seal

ATTEST:

May 19, 2016
Date

Heather Whittier
Assistant Secretary – Heather Whittier

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS:
INSURED All States Asphalt, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	ALLSTA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Hanover Insurance Companies	22292
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 423312256 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	MWZY305791	2/1/2016	2/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $400,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	Y	Y	MWTB305792	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Phys Dmg	$1,000,000 $ $ $ $145,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC305790	2/1/2016	2/1/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Leased/Rented Equip. & Installation Coverage			RHS875076310	2/1/2016	2/1/2017	$850,000 $1,000,000	Ded. $2,500 Ded. $1,000

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 only if required by contract/*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,NH,VT,RI,ME,NJ,DE,MA

Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.
Project: Chip Sealing - Contract No. 17-3

CERTIFICATE HOLDER

Town of Upton
Town Manager's Office
1 Main Street
Upton MA 01568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 15 04 13

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 or agreement	All products of the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. 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:

1. 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;
   c. 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;

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e. 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 Sub-paragraphs **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.

2. 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

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS FORM APPLIES IN: MA

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
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

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

As required by 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 Liability Coverage or Liability Insurance, but only to the extent that the person or organization qualifies as an **"insured"** under WHO IS INSURED or Who Is An Insured provision contained in the Coverage Form/Policy.

PCA 010 11 03

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
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.

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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:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization: All persons or organizations as required by 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:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
Information required to complete this Schedule, if not shown 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. 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:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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 shown 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:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: All Persons Or Organizations As Required By 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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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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.

Liberty Mutual

Document A310™ – 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

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.

OWNER:
(Name, legal status and address)
Town of Upton
1 Main Street
Upton, MA 01568

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

PROJECT:
(Name, location or address, and Project number, if any)
Chip Sealing -- Contract No. 17-3

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 19th day of May 2016

Heather L. Whittier
(Witness) Heather L. Whittier

All States Asphalt, Inc., and Subsidiaries
(Principal) *(Seal)*

(Title) Alan L. Chicoine, Vice President

(Witness)

Liberty Mutual Insurance Company
(Surety) *(Seal)*

Monique Laroche
(Title) Monique Laroche, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
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.

Certificate No. 7133185

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Courtney P. Sprague; Edward J. Reagan; Francis A. Lowther; Monique Laroche; Natalie M. Jimenez; Robert B. Parrish

all of the city of Marcellus, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2015.

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of October, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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. 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-in-fact 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 19th day of May, 2016.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_122013

CORPORATION ACKNOWLEDGMENT

State of Massachusetts
County of Franklin

On this 19th day of May, 2016, 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.

Heather L Whittier
Notary Public

HEATHER L. WHITTIER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 6, 2020

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 19th day of May, 2016, before me personally appeared Monique Laroche to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Camillus, 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.

Courtney P. Pardy
Notary Public

COURTNEY PEPPER PARDY
Notary Public, State of New York
Qualified in Onondaga Co. No. 01PA6304020
My Commission Expires May 19, 2018

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets

Cash and Bank Deposits	$744,221,142
*Bonds — U.S Government	1,718,117,704
*Other Bonds	11,205,872,087
*Stocks	9,533,437,819
Real Estate	277,742,849
Agents' Balances or Uncollected Premiums	4,150,041,316
Accrued Interest and Rents	129,261,358
Other Admitted Assets	14,896,464,393
Total Admitted Assets	**$42,655,158,668**

Liabilities

Unearned Premiums	$6,288,178,795
Reserve for Claims and Claims Expense	16,879,324,618
Funds Held Under Reinsurance Treaties	211,983,009
Reserve for Dividends to Policyholders	1,246,547
Additional Statutory Reserve	40,877,587
Reserve for Commissions, Taxes and Other Liabilities	2,664,248,124
Total	**$26,085,858,680**
Special Surplus Funds	$53,954,363
Capital Stock	10,000,000
Paid in Surplus	8,829,117,542
Unassigned Surplus	7,676,228,083
Surplus to Policyholders	**16,569,299,988**
Total Liabilities and Surplus	**$42,655,158,668**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* 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.

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, 2014, 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 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

Town of Upton - DPW
1 Main Street/ Suite 13
Upton, MA 01568

Agreement ID#: 17-3

RUBBER CHIP SEALING
CONTRACT # 17-3

THIS AGREEMENT made this 25th day of May, 2016 by and between the Town of Upton, Massachusetts, hereinafter call the "Owner" and All States Asphalt, Inc., hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1: THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the work as per the unit prices for actual work performed in the Bid dated April 26, 2016. The total cost of the Contract shall not exceed **Seventy Two Thousand, Eight Hundred and zero cents ($72,800.00)** unless there is a written agreement (change order) of the parties.

ARTICLE 2: SCOPE OF WORK: The Contractor shall perform all the work or provide all the supplies, equipment, and materials as herein specified: As described in the Contract Documents for **Chip Sealing - Contract # 17-3,** dated **May 4, 2016**, Upton, Massachusetts.

ARTICLE 3: TIME OF PERFORMANCE: The Contractor shall commence work under this Contract upon notice and as required by the Owner. If the Contractor shall neglect, fail or refuse

to complete the work when called, or any proper extension granted by the Owner, then the Contractor shall pay to the Owner the following remedy: a fine in the amount of one hundred dollars ($100) per day for each day that the Contractor fails to perform the services requested by the Owner.

ARTICLE 4: SCHEDULE OF PERFORMANCE: In accordance with the Scope of Work, the Contractor shall perform the work, or provide the supplies, equipment, or materials according to the following schedule:

ITEM / REPORT / TASK	TIME FOR COMPLETION
Contract #17-3 completion	**120 days from the date of contract execution**

ARTICLE 5: CONTRACT AMENDMENTS: All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Owner and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders, and changes shall be approved by the Town Accountant prior to execution by the authority of the awarding authority. No amendment, change order or change to the Contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to the Contract shall be in accordance with G.L. Chapter 30,39M.

ARTICLE 6: BONDING AND INSURANCE REQUIREMENTS: The Contractor shall furnish the following Bonds and Insurance Certificates as Contract security: All Insurances and

Bonds as required by the Owner in the Town of Upton, Massachusetts, Insurances and Bonds as required by the Owner in the Town of Upton, Massachusetts, contract documents for **"Rubber Chip Sealing, Contract # 17-3"**, dated **April 18, 2016.** These Insurances and Bonds are specified in: **Section 10- Bid Bond, Section 11 - Performance/Payment Bond and Section 13 - Insurance to be maintained by the Contractor and Indemnification of Town by Contractor.**

ARTICLE 7: PAYMENT TERMS: Payment by the Owner to the Contractor shall be as follows: Payment will be made to the Contractor within forty-five days (45) of the performance of services identified in the Purchase Description of the **c**ontract documents for **"Rubber Chip Sealing, Contract # 17-3"**, dated **May 4**, **2016.** The Contractor must supply an invoice to the Town of services performed in order to begin the processing of payment to the Contractor. The Contractor will bill the Owner on the first of each month of the project. These invoices will be processed on a timely basis by the Owner upon certification of completion of the work. The Owner shall set aside 5% of each invoice billed by the Contractor as retainage. These funds will be returned to the Contractor within 60 days of successful completion of the project.

ARTICLE 8: CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement
2. Amendments, change orders, or other changes mutually agreed upon;

3. Town of Upton, Massachusetts, **c**ontract documents for **"Rubber Chip Sealing, Contract # 17-3"**, dated **May 4**, **2016** including all addendum issued by the Town.
4. Completed Bid Proposal Forms;
5. Bid Bond;
6. Insurance Certificate;
7. State Tax Administration Emergency Regulation; and Collusion Forms
8. Performance Bond and Payment Bond
9. Conservation Order of Conditions

ARTICLE 9: CONTRACT TERMINATION: The Owner may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract.
2. Violation of any of the provision of this Contract by the Contractor.
3. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds or criminal activity with any funds provided by this Contract.

ARTICLE 10: INDEMNIFICATION: The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner as specified in Section 13.2, Indemnification. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 11: AVAILABILITY OF FUNDS: Compensation may be provided by the Commonwealth of Massachusetts, Department of Transportation, Chapter 90 funds, and is subject to any rules and regulations of the Commonwealth. When funds are not appropriated or otherwise made available or adequate for any other reason, the procurement officer shall reduce the scope of work or cancel this Contract. The Owner retains the right to adjust quantities more or less so as not to exceed allocated State funds.

ARTICLE 12: APPLICABLE LAWS, REGULATIONS: The Contractor agrees to comply with other applicable Federal/State/Local Laws, Regulations or Ordinances effecting the successful completion of this Contract. Such Laws, Regulations, or Ordinances include but are not limited to: Prevailing Wage Laws; Non-Discrimination Laws; all laws applicable to the Civil Rights Act; Section 3 of the Housing Rehabilitation Act of 1974; and Equal Opportunity Law. The Contractor shall procure and pay for all permits, licenses, and approvals; the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons and employees.

ARTICLE 13: ASSIGNMENT SUBJECT TO APPROVAL: No rights or liabilities under this Contract shall be assigned without the express written approval of the Owner.

ARTICLE 14: CONTRACTOR'S TAX COMPLIANCE: The Contractor certifies under the penalties of perjury that it has filed all state tax returns, paid all state taxes and is otherwise in

compliance with the laws of the Commonwealth of Massachusetts relating to taxes. The Upton Tax Exempt number is on file with the Town Accountant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (3) original copies on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

_____
Town Accountant

OWNER	CONTRACTOR
Blythe C. Robinson_____	_____
Town Manager	Name of Contractor
_____	_____
	_____
	Title
	_____
	Address

TOWN OF UPTON, MASSACHUSETTS

DEPT OF PUBLIC WORKS

CONTRACT # 17-3

FOR

Rubber Chip Sealing

NOTICE TO PROCEED

TO: All States Asphalt, Inc. DATE: 5/25/16

You are hereby notified to commence work in accordance with the Agreement dated May 25, 2016, on or before July 5, 2016, and you are to complete the work within 120 consecutive calendar days thereafter. The date of completion of all work is therefore October 31, 2016.

Owner: Town of Upton

By: _____

Title _Town Manager_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed
is hereby acknowledged by:

_____

this the _____ day of _____, 2016

By:_____

Title: _____