

## AGREEMENT

This Agreement (the "Agreement") is entered into the 26<sup>th</sup> day of September \_\_\_\_, 2012 by and between the Owner of Canton, a political subdivision of the State of Connecticut (the "Owner") and Sealcoating, Inc. \_\_\_\_\_, a Massachusetts corporation located at 120 Industrial Park Road, Hingham, Mass 02043 (the "Contractor").

WHEREAS, the Owner has issued an Invitation for Bids for Crack Sealing of Various Roadways, Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Owner on August 24, 2012, for the Work; and

WHEREAS, the Owner and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the Work.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town of Canton, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Energy and Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Schedule. The Work shall be completed within the number of calendar days after the execution of this Agreement as stipulated in the Instructions to Bidders under Section 3 - Contractor Duration. The Contractor shall commence with the work within ten days after receipt of notice to proceed from the Owner. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, which time is of the essence of the Agreement.
6. Payment. The Owner will pay the Contractor in accordance with the Contract Documents and agreed upon unit prices for Work in place. Payment will be made by the Owner monthly within 30 days after the approval of the Contractor's Application for Payment as provided in the Contract Documents less retainage of five percent (5%).

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement completed operations period all insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:  
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the

Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

8. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Owner's Invitation for Bid and Instructions to Bidders
- (iii) The Contractor Bid Form (unit prices only), attached hereto as Exhibit A
- (iv) Specifications
- (v) General Conditions and documents referenced therein
- (vii) Any modifications issued after the execution of this Agreement.

9. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Owner. Any assignment or attempted assignment without the Owner's written consent shall not relieve the Contractor of its obligations under this Agreement and such assignment shall be null and void and have no legal effect.

10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Owner's place of business. The Contractor agrees to hold harmless and indemnify the Owner in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Owner harmless against any claims brought against the Contractor or the Owner as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Owner and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

12. Execution. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

JoAnn Martin  
JoAnn Martin

Witness:

Joseph F. Silva  
Joseph F. Silva

THE TOWN OF CANTON

By Robert Skinner

Robert Skinner  
Chief Administrative Officer

Sealcoating, Inc.

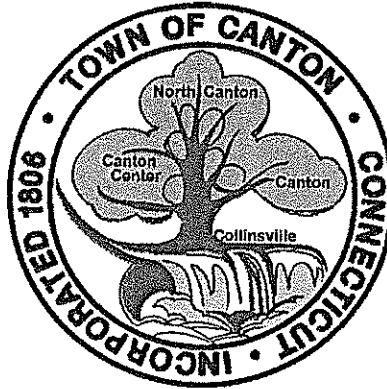
By Elizabeth Woon  
Elizabeth Woon, President

Witness:

Jessica Gornam  
Jessica Gornam

EXHIBIT A

**TOWN OF CANTON**



**INVITATION FOR BID**

**Crack Sealing of Various Roadways  
Canton, Connecticut**

**BIDS WILL BE RECEIVED** in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT until 2:00 pm local time on August 28, 2012, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc.

120 Industrial Park Road, Hingham, Massachusetts 02043

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the Western Surety Company

of CNA Surety, 53 State Street, Boston, MA 02109, a corporation duly organized under  
the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Canton, CT as Obligee, hereinafter called the Obligee,  
in the sum of 10% of Bid Amount

Dollars (\$ 10% of Bid Amount ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Crack Sealing of Various Roadways, Canton, CT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 28th day of August, 2012.

Breda J. J. Regan  
Witness

Ellen M. Young  
Witness

Sealcoating Inc. (Seal)  
Principal  
{ Elizabeth Wuori  
Elizabeth Wuori, President Title

Western Surety Company  
By Ellen J. Young Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Frank J Smith, Donna M Robie, Rosemary W Fulham, Ruth Ann Silverman, Ginette R Tentindo, Mark L Kingston, Ellen J Young, William J Dobbins Jr, Individually**

of Natick, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2012.



WESTERN SURETY COMPANY

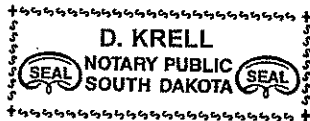
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of April, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August 2012



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

## TABLE OF CONTENTS

### GENERAL INFORMATION

Title Page (Front Cover)  
Invitation to Bid  
Table of Contents

### BIDDING REQUIREMENTS

Instruction to Bidders  
Bid Proposal

1. Bid Form
2. Bid Bond
3. Legal Status
4. Non Collision Affidavit
5. Bidder Qualifications

### CONTRACT FORMS

1. Agreement
2. Performance Bond
3. Labor and Materials Bond

### GENERAL CONDITIONS

- Article 1: Definitions
- Article 2: Progress and Submission Schedules,; Preconstruction Conference; Time of Starting the Work
- Article 3: Correlation, Interpretation and Intent of Contract Documents
- Article 4: Copies of Documents and Record Documents
- Article 5: Separate Contracts
- Article 6: Subcontractors
- Article 7: Materials, Equipment and Labor; Or Equal Clause
- Article 8: Patent Fees and Royalties
- Article 9: Permits, Laws and Regulations
- Article 10: Availability of Lands; Physical and Subsurface Conditions
- Article 11: Engineer's Control
- Article 12: Authority and Duties of Inspectors
- Article 13: Tests and Inspections
- Article 14: Contractor's Supervision and Superintendence
- Article 15: Safety and Protection; Emergencies
- Article 16: Access to the Work
- Article 17: Change in the Work
- Article 18: Change Orders
- Article 19: Change of the Contract Time
- Article 20: Warranty and Guarantee; Correction, Removal or Acceptance of Defective Work
- Article 21: Applications for Progress Payments



SPECIAL PROVISIONS

ITEM #0000485A – CLEANING, ROUTING, AND SEALING OF RANDOM  
CRACKS IN BITUMINOUS CONCRETE

agency and the Contractor provides documentation at the end of each calendar month identifying these weather delays. Work on this project shall not be performed on Saturdays, Sundays or Legal Holidays except by written consent and direction of the Owner.

Work shall proceed in an orderly fashion to minimize inconvenience to the abutting property owners. All contract work, including punch list items, shall reach final completion within forty (40) calendar days from the day the contractor starts work.

#### 4. **CONTINGENCIES**

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

#### 5. **OBTAINING BID PACKAGE**

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the "Invitation" – may be obtained in Room 202 of the Canton Town Hall, 4 Market Street, Collinsville, CT during Town Hall office hours or at the Town's website, [www.townofcantonct.org](http://www.townofcantonct.org), under "Request for Proposals."

#### 6. **BID SUBMISSION INSTRUCTIONS**

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The bidder should also complete the following forms and submit as part of the bid submission:

- Disclosures
- Legal Status
- Bid Security
- Non-Collusion Affidavit

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than five (5) business days before the date of the bid opening. The bidder must direct that inquiry to: Jerome Shea, email address: jshea@townofcantonct.org. No oral statement of the Town shall be effective to modify any of the provisions of this Invitation.

However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation. A bidder shall request an interpretation in writing to Jerome Shea, email address: jshea@townofcantonct.org. The Town will not consider any such request made more than five (5) business days before the bid opening date.

**9. ADDENDA**

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, www.townofcantonct.org, under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

**10. COSTS FOR PREPARING BID**

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

**11. OWNERSHIP OF BIDS**

All bids submitted become property of the Town.

**12. FREEDOM OF INFORMATION ACT**

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

**13. REQUIRED DISCLOSURES AND BIDDER'S QUALIFICATIONS**

In its bid each bidder must:

- State its inability to meet any specified requirement of the Invitation;
- Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;

The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing, shall forfeit to the Town the bid security.

If the successful bidder has previously failed to execute and deliver a contract on a prior bid awarded by the Town, such bidder shall have TEN (10) business days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the successful bid and the next lowest, complete and responsive bid. Such cash bond shall be forfeited in its entirety in the event the successful bidder fails to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing.

The Town shall consider a bidder's failure to provide the required bid security as an incomplete and unresponsive bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this Invitation and the provision of all other required documents, the Town shall release the bid security to all other bidders.

#### **18. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE**

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

#### **19. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #\_\_\_\_\_. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

**22. COLLUSION**

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

**23. ADVERTISING**

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is *not* a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

**24. W-9 FORM**

The successful bidder must provide the Town with a completed W-9 form before commencing work.

**25. PAYMENTS**

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

**26. TOWN INSPECTION OF WORK**

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

**27. REJECTED WORK OR MATERIALS**

The successful bidder, at its sole cost and expense, shall remove from the Town's premises rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

**28. MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

**34. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

**END OF INSTRUCTIONS TO BIDDERS**

The undersigned further declares that the bidder is:

- a. A CORPORATION organized under the laws of the State of having its principal office at  
120 Industrial Pk. Rd.  
Hingham, MA 02043  
The principal officers of said corporation with their respective titles and address are as follows:  
Elizabeth Wuori, President, 65 Ward Street, Hingham, MA 02043  
Treasurer & Manager  
Richard Goodick, Vice President, 262 Edgewater Drive, Pembroke, MA 02359  
April Durant, Clerk/Secretary, 61 Surrey Drive, Cohasset, MA 02025
- b. A PARTNERSHIP consisting of the following individuals (with their addresses).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. An INDIVIDUAL, by the name of \_\_\_\_\_ and doing business as \_\_\_\_\_

The bidder is required to state below what work of a similar character to that included in the proposed contract he has done and give reference that will enable the Town to judge his experience, skill and business standing.

Sealcoating, Inc. is a leader in the pavement maintenance industry since 1957 and has performed projects all over New England. See attached reference list.

The bidder is required to give a brief description of the plant and general methods proposed for carrying on the work indicating there in whether the plant and equipment are owned or to be hired by the bidder.

Sealcoating, Inc. offices and plant are located at 120 Industrial Pk. Rd., Hingham, Mass. We propose to rout and seal pavement cracks less than 1/2" and clean and seal pavement cracks greater than 1/2" according to the specifications outlined in the bid. Sealcoating, Inc. owns all the equipment to be used in the process and rents the plant facilities at 120 Industrial Park Road in Hingham.

## BID PRICES

**INSTRUCTIONS:** Bidder is to write his unit bid price (or lump sum price when unit price is not applicable. In words in the blank spaces provided at the end of the description, write his unit bid price in figures under UNIT PRICE and write his total amount for the item under AMOUNT.

The Bidder is advised that the description is only a summary. The unit price or lump sum bid shall include all of the items as specified in detail in the contract document.

In case of discrepancies between amounts shown in words and amount shown in figures, BIDDER agrees that amounts shown in words will govern.

Lump Sum Price for each item listed below to include all labor, materials, and equipment, traffic control, required to complete crack sealing in accordance with the Special Provisions and referenced documents for each of the following roadway sections:

No.	Roadway/Name	From	To	Length (ft)	Width (ft)	Area (Sq)	Written Bid Amount in Words	Bid Amount in Numbers (\$)
1	**BUNKER HILL ROAD	WRIGHT RD	BARBOURTOWN RD	4,213	21	9,830	Eight Thousand Six Hundred at Thirteen cents lump sum	\$ 8,613.00
2	FRONT STREET	MAIN ST	SOUTH ST	358	24	955	Five Hundred Ninety-seven at Five cents lump sum	\$ 597.00
3	NORTH STREET	BRIDGE ST	EAST ST	943	24	2,515	One Thousand Five Hundred at Seventy-four cents lump sum	\$ 1,574.00
4	SOUTH STREET	255' S OF MAIN ST	MAIN ST	255	22	624	Three Hundred Ninety at Three cents lump sum	\$ 390.00
5	TOWN BRIDGE ROAD	TORRINGTON AV	TOWN BRIDGE OVER FARMINGTON RIVER	1,806	18	3,611	Two Thousand Seven Hundred at Twelve cents lump sum	\$ 2,712.00
6	SOUTH STREET	SPRING ST	CENTER ST	259	26	747	Four Hundred Sixty-eight at Zero cents lump sum	\$ 468.00
7	BIRCH KNOLL ROAD	DYER AV	CUL DE SAC	2,173	24	5,793	Two Thousand Four Hundred at Eighteen cents lump sum	\$ 2,418.00
8	DYER CEMETERY ROAD	ALBANY TPK	ALBANY TPK	1,503	20	3,340	Three Thousand Sixty-six at Six cents lump sum	\$ 3,066.00
9	HILLTOP DRIVE	EAST HILL RD	SEXTON HOLLOW RD	1,966	26	5,679	Seven Hundred Eighty-Five at Zero cents lump sum	\$ 785.00
10	SIMONDS AVENUE	RIVER RD	DYER AV	1,141	30	3,804	Three Thousand Four Hundred at Ninety-one cents lump sum	\$ 3,491.00
10	SWIMMING POOL ROAD	ALBANY TPK	ALBANY TPK	1,373	21	3,203	Two Thousand One Hundred at Thirty-nine cents lump sum	\$ 2,139.00
11	Town Hall Parking Lot	4 MARKET STREET				1,673	One Thousand Three Hundred at Ninety-six cents lump sum	\$ 1,396.00



The following addenda for this contract were received:

<u>Addendum Number</u>	<u>Date</u>
<u>None</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

Dated at Hingham, Massachusetts  
(Town) (State)

This 24th day of August, 201112

Signed  
Sealcoating, Inc.  
(Bidder)

By: Elizabeth Wuori  
Elizabeth Wuori, President

Business Address:  
120 Industrial Park Road  
Hingham, MA 02043

**NOTE:**

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- Bid Security
- Non-Collusion Affidavit
- Legal Status Form
- Bidder Qualifications

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned

\_\_\_\_\_ as Principal; and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Town of Canton in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

The condition of the above obligation is such that where as the Principal has submitted to the Town of Canton a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said bid shall be rejected, or, on the other hand,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached thereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety of any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the principal and the Surety have hereunto set their hands and seals and such of them 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.

\_\_\_\_\_

Principal

By \_\_\_\_\_

(Seal)

TOWN OF CANTON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A CORPORATION:

Bidder's Full Legal Name Sealcoating, Inc.

Mailing Address 120 Industrial Park Road, Hingham, MA 02043

State in which Legally Organized Massachusetts

State Business ID # MA employer Acct # 08241161

Current Officers

<u>Elizabeth Wuori</u> President	<u>April Durant</u> Secretary	<u>Elizabeth Wuori</u> Chief Financial Officer
-------------------------------------	----------------------------------	---

<u>Richard Goodick</u> Vice President	<u>April Durant</u> Treasurer
--	----------------------------------

IF A PARTNERSHIP:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # (if applicable) \_\_\_\_\_

Current Partners

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

\_\_\_\_\_  
Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

Sealcoating, Inc.

\_\_\_\_\_  
Bidder's Full Legal Name

Elizabeth Wuori, President

\_\_\_\_\_  
(print)  
Name and Title of Bidder's Authorized Representative

*Elizabeth Wuori*  
\_\_\_\_\_

(signature)  
Bidder's Representative, Duly Authorized

August 24, 2012

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

\_\_\_\_\_  
Notary Public  
My Commission Expires:

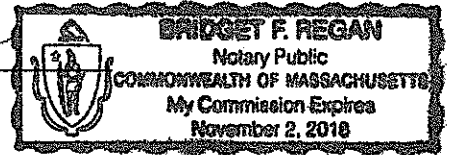
(Acknowledgement if a Corporation)

State of ~~Connecticut~~ )  
Massachusetts ) ss:  
County of Plymouth )

On this the 24th day of August, 20 12 before me personally came and appeared Elizabeth Wuori to me known, who, being by me duly sworn, did depose and say that he/she is the President of Sealcoating, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

*Bridget F. Regan*  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public Bridget F. Regan  
My commission expires:



-----  
(Acknowledgement of a Partnership)

State of Connecticut )  
County of Hartford ) ss:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

-----  
(Acknowledgement of a Proprietorship)

State of Connecticut )

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name:  
Sealcoating, Inc.
2. Permanent main office address:  
120 Industrial Park Road, Hingham, MA 02043
3. Contact person for this Invitation:  
Elizabeth Wuori, President
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:  
PH: (781) 749-6802, FX: (781) 749-2654, Email: ewuori@sealcoatinginc.com
5. Date of organization:  
December 6, 1957
6. Date of incorporation, if applicable:  
December 6, 1957
7. Number of years bidder has been engaged in business under present firm or trade name:  
54 Years
8. Contracts on hand (dollar value, anticipated completion date):  
SEE ATTACHED PAGE
9. General character or type of work performed by the bidder:  
Pavement Preservation - Provide creative and industry leading solutions for pavement and bridge maintenance needs.
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:  
No
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:  
No

Job Description	Project Manager	Site Phone #	Contract Date	Completion Date	Value of Work Completed	Contract Amount
2-10-4375 Wareham, Extendopave Cracks 448 Town of Wareham 95 Charge Pond Road Wareham MA 02571	Mark Gifford	(508) 295-5300 (508) 295-5300	03-16-2010	12-31-2012	44,160.00	44,160.00
2-10-4379 New Bedford, Fiber Crackseal 533 New Bedford, City of 1105 Shawmut Avenue New Bedford MA 02746	Zeb Arruda	(508) 979-1400 (508) 999-6395	05-07-2010	04-22-2013	183,678.27	240,403.48
2-10-4388 Burlington, Extendopave 2010 509 Burlington, Town of 25 Center Street Burlington MA 01803	Tom Hayes	(781) 270-1644 (781) 270-1644	05-26-2010	12-31-2012	62,182.40	62,182.40
2-10-4407 Needham, Extendopave 3yr bid 47 Town of Needham Dept of Public Works Needham MA 02192	Rhine Merson	(781) 455-7534 (781) 455-7550	06-30-2010	12-31-2012	171,109.95	171,109.95
2-10-4416 Westford, Fiber Crackseal 446 Westford, Town of Department of Public Works Westford MA 01886	Joe Ingalls	(978) 592-5520 (978) 592-5520	07-07-2010	10-31-2013	172,181.75	172,181.75
2-10-4424 Seekonk, Extendopave 3 yr bid 172 Town of Seekonk Department of Public Works Seekonk MA 02271	Robert Lamoureux	(508) 336-7407 (508) 336-7407	08-30-2010	06-30-2013	216,367.08	216,367.08
2-10-4454 Lexington, Extendopave Cracks 589 Lexington, Town of (AR#589) 1625 Massachusetts Avenue Lexington MA 02173	John Livezey	(781) 862-0500 (781) 862-0500	10-26-2010	12-31-2012	290,684.80	338,139.20
2-10-4457 Norwell, Extendopave SSRS2010 33 Town of Norwell Highway Department Norwell MA 02061	Paul Foulsham	(781) 659-8042 (781) 659-8042	11-04-2010	12-31-2012	150,641.92	250,638.96
2-11-4495 Danvers Fiber Crackseal 92 Town of Danvers Dept. of Public Works Danvers MA 01923	Joseph Finocchiaro	(978) 762-0231 (978) 762-0231	06-23-2011	12-07-2013	54,285.00	103,635.00

Job Description	Project Manager	Site Phone #	Contract Date	Completion Date	Value of Work Completed	Contract Amount
2-11-4539 Yarmouth Extendopave 2011 63 Town of Yarmouth Highway Department West Yarmouth MA 02673	Jim Lefter	508-775-2516 (508) 775-2516	04-08-2011	03-31-2013	267,679.10	285,789.14
2-11-4540 Barnstable Extendopave 2011 8 Town of Barnstable Dept. of Public Works Hyannis MA 02601	Willy Kadunc	(508) 790-6330	04-08-2011	03-31-2013	70,436.08	109,503.42
2-11-4554 Falmouth Extendopave 2011 BCC 510 Falmouth, Town of Department of Public Works Falmouth MA 02540	John Lyons	508-548-7611 (508) 548-7611	05-02-2011	03-31-2013	185,829.54	185,829.54
2-11-4559 Sandwich Extendopave 2011 BCC 99 Town of Sandwich Dept. of Public Works Sandwich MA 02563	Paul Tilton	508-833-8002 (508) 833-8002	06-20-2011	03-31-2013	187,604.56	189,326.80
2-11-4568 Bourne PaveCrackseal 2011 BCC 311 Town of Bourne Department of Public Works Buzards Bay MA 02532	George Sala	508-759-0640 (508) 759-0640	08-26-2011	03-31-2013	98,141.68	98,141.68
2-11-4570 Dennis Extendopave 2011 BCC 169 Town of Dennis 120 Theophilus F. Smith Rd So. Dennis MA 02660-2710	Joseph Roderick	508-760-6220 (508) 760-6230	05-23-2011	03-31-2013	113,878.18	113,878.18
2-11-4582 Lynnfield FRC Tri Town 2011 262 Town of Lynnfield Department of Public Works Lynnfield MA 01940	Dennis Roy	781-334-9503 (781) 334-3143	07-06-2012	03-31-2014	13,950.00	13,950.00
2-11-4583 Wakefield FRC 2011-2014 71 Town of Wakefield Dept. of Public Works Wakefield MA 01880	Don Snyder	781-246-6300 (781) 246-6300	08-10-2011	04-30-2014	35,809.69	35,809.69
2-11-4585 Burrillville RI Extendo RIDOT 488 Town of Burrillville, RI Department of Public Works Burrillville RI 02830	Jeff McCormick	401-568-4440 (401) 568-4440	05-12-2011	12-31-2016	76,668.93	76,668.93
2-11-4643 Warwick Extendopave 2011 491 Town of Warwick 12 Ahol Road Warwick MA 01378	Tim Kilhart	978-544-6349 (978) 544-6349	08-30-2011	06-30-2013	29,296.80	29,296.80
2-11-4657 Westunster Extendopave 2011 178 Town of Westunster Department of Public Works Westunster MA 01473	Will Ahearn	978-874-5572 (978) 874-5572	08-26-2011	12-31-2012	123,448.65	123,448.65
2-11-4727 Litchfield Fiber Cracks 2011 605 Town of Litchfield, CT 101 Russell Street Litchfield CT 06759	Naomi Boccio	(860) 567-7571	08-29-2011	08-31-2012	169,888.82	169,888.82
2-11-4729W, Springfield Fiber Crack2011 606 West Springfield, Town of 26 Central Street, Suite 17 West Springfid MA 01089	Jack Dowd	413-263-3242 (413) 263-3242	05-18-2012	12-31-2013	38,450.70	38,450.70



Job Description	Project Manager	Site Phone #	Contract Date	Completion Date	Value of Work Completed	Contract Amount
?-11-4776 Aggregate/MDOT 68137 D#5 Crack 80 Aggregate Industries-Northeast 1715 Broadway Saugus MA 01906	John Dacunha	781-231-3400 (781)231-3400	04-23-2012	05-04-2013	36,789.04	505,900.00
?-11-4779 North Reading Fiber Crackseal 204 Town of North Reading Department of Public Works North Reading MA 01864-1298	Mike Soraghan	978-664-6026 (978) 664-6027	11-10-2011	03-31-2014	39,540.50	39,540.50
?-11-4786 Westwood Extendopave SY 338 Town of Westwood Department of Public Works Westwood MA 02090	Chris Gallagher	781-326-8661 (781)326-8661	10-28-2011	06-30-2014	78,973.88	111,888.23
?-11-4789 Ipswich Fiber Crackseal LF 168 Town of Ipswich Highway Department Ipswich MA 01938	Frank Ventimiglia	978-356-6612 (978)356-6612	11-30-2011	10-17-2012	28,767.13	28,767.13
?-12-0017 Barrington, RI Extendo 2012 620 Town of Barrington, RI 283 County Road Barrington RI 02806	Alan Corvi	401-247-1907 (401)247-1900	05-07-2012	12-31-2016	31,510.35	31,510.35
?-12-0020 Ledyard CT Extendopave 2012 602 Town of Ledyard, CT 41 Colonel Ledyard Highway Ledyard CT 06339	Steven Masalin	860-464-1100 (860)464-1100	07-24-2012	09-20-2012	80,655.75	80,655.75
?-12-0026 Hlynch/MDOT 67601 Rt 95 Withm 24 J. H. Lynch & Sons, Inc. 50 Lynch Place Cumberland RI 02864	Kevin Baldwin	401-333-4300 (401)333-4300	06-04-2012	11-01-2013	155,535.20	155,535.20
?-12-0029 Hopkinton, Extendopave 2012 327 Town of Hopkinton Department of Public Works Hopkinton MA 01748-1107	Mike Mansir	508-497-9768 508-497-9765	05-18-2012	10-31-2012	50,872.50	50,872.50
?-12-0030 Dedham Extendopave 2012 471 Town of Dedham Department of Public Works Dedham MA 02026-4458	Jason Mammone	781-751-9350 781-751-9350	05-21-2012	11-02-2012	29,989.38	29,989.38
?-12-0032 Scituate Fiber Crackseal 267 Town of Scituate Department of Public Works Scituate MA 02066	Michael Breen	781-545-8734 (781)545-6700	05-11-2012	12-31-2012	79,520.00	79,520.00
?-12-0059 Narragansett RI Extendo Cracks 500 Narragansett, RI 260 Westmooreland St. Narragansett RI 02882	David Ousterhout	(401)789-1044	06-21-2012	12-31-2016	27,999.79	27,999.79

Job Description	Project Manager	Site Phone #	Contract Date	Completion Date	Value of Work Completed	Contract Amount
2-12-0079 Shrewsbury Extendopave IS 2012 186 Town of Shrewsbury Department of Public Works Shrewsbury MA 01545	Angela Snell	(508) 841-8513	07-06-2012	06-30-2013	35,686.00	35,686.00
2-12-0082 Swansea Fiber Crackseal 2012 161 Town of Swansea Department of Public Works Swansea MA 02777	Moe Pukulis	(508) 678-5615	07-06-2012	03-31-2013	43,935.90	43,935.90
2-12-0094 Stonington Extendo Crackseal 633 Town of Stonington, CT 152 Elm Street Stonington CT 06378	Joe Bragaw	(860) 535-5055	08-03-2012	09-20-2012		99,996.75
2-12-0097 Monson IS Extendopave 484 Monson, Town of PO BOX 13 200 Main Street Monson MA 01057	John Morrell	413-267-4135	07-26-2012	06-30-2013		50,995.00
2-12-0102 Needham Crackseal 2012 47 Town of Needham Dept of Public Works Needham MA 02192	Rhine Hoyland	(781) 455-7550	08-03-2012	12-31-2012		39,991.38
2-12-4712 Millford Extendopave 2012 105 Town of Millford Dept. of Public Works Millford MA 01757	Scott Crisafulli	508-473-1274 (508) 473-1274	04-20-2012	06-30-2013	120,695.40	120,695.40

CRACKSEAL

SEALCOATING, INC. JOB REFERENCES

Job Description	Project Manager	Site Phone #	Contract Date	Contract Amount	Completion Date
02-07-3144 New Bedford Airport/RW 14-32 142 New Bedford Regional Airport 1569 Airport Road ATTN: Edward Dewitt New Bedford MA 02746	Donna Belli, Apt Mgr	(508) 991-6160 (508) 979-1629	04-30-2007	377,555.76	08-09-2007
02-07-3147 Barnstable Airport/Crackseal 337 Barnstable Municipal Airport Barnstable Municipal Airport 480 Barnstable Road Hyannis MA 02601	Frank Sanchez	(508) 778-7764 508-778-7764 508-775-0453	06-01-2007	292,819.00	11-29-2007
02-07-3157 RIDOT 2007-CR-011 N-E Cracks 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	(401) 222-2468 (401) 222-2468 (401) 272-2740	06-15-2007	206,947.30	08-03-2007
02-07-3159 RIDOT 2007-CR-013 S-C Cracks 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	(401) 222-2468 (401) 222-2468 (401) 272-2740	06-15-2007	213,047.30	08-03-2007
02-07-3211 MHD #52957, D#4 Cracksealing 66 Mass DOT Highway Division (Dist #4) District #4 519 Appleton Street Arlington MA 02174	Dave Durkee	(781) 648-6100 (508) 824-6623 (508) 880-6102	12-31-2007	463,240.06	12-03-2008
02-07-4156 Plymouth, Extendopave 85 Town of Plymouth DPW-Engineering 11 Lincoln Street Plymouth MA 02360	Sid Kashi	(508) 747-1620 5087471620x12 (508) 830-4081	10-02-2007	338,497.24	12-06-2007

**SEALCOATING, INC. JOB REFERENCES**

**CRACKSEAL,**

Page

Job Description	Project Manager	Site Phone #	Contract Date	Contract Amount	Completion Date
02-08-3226 MEDOT Crackseal, Reg.1 Kittery Brian Mousseau 413 Maine Dept. of Transportation 16 State House Station Augusta ME 04333-0016		Phone: (207) 624-3410 Fax: (207) 624-3431	04-14-2008	101,569.50	05-15-2008
02-08-3227 MEDOT Crackseal, Reg 2 Augusta Seth Willis 413 Maine Dept. of Transportation 16 State House Station Augusta ME 04333-0016		Phone: (207) 624-8223 (207) 624-3410 Fax: (207) 624-3431	04-14-2008	135,869.60	09-18-2008
02-08-3229 MEDOT Crackseal, Reg 5 Houlton John Bither 413 Maine Dept. of Transportation 16 State House Station Augusta ME 04333-0016		Phone: (207) 624-3410 Fax: (207) 624-3431	04-14-2008	206,950.20	06-19-2008
02-08-3231 New Bedford Airport/RW5-23&TWA Byron Race 142 New Bedford Regional Airport 1569 Airport Road ATTN: Edward Dewlitt New Bedford MA 02746		Phone: (781) 491-0083 Fax: (508) 979-1629	05-29-2008	582,000.00	08-21-2008
02-08-3238 RIDOT 2008-CR-031 Cracks N-E 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	Phone: (401) 222-2468 Fax: (401) 272-2740	06-25-2008	321,595.06	09-30-2008
02-08-3239 RIDOT 2008-CR-032 Lmtd Access 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	Phone: (401) 222-2468 Fax: (401) 272-2740	07-11-2008	476,227.34	09-16-2008
02-08-3248 RIDOT 2008-CR-030 Cracks S&C 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	Phone: (401) 222-2468 Fax: (401) 272-2740	07-11-2008	360,155.06	09-05-2008
02-09-3291 Agg/MHD#57053 Dist 5 Rub Crack Kevin Martin 80 Aggregate Industries-Northeast 1715 Broadway MA 01906		Phone: (781) 231-3400 Fax: (781) 231-4326	04-29-2009	153,312.50	07-01-2009

**SEALCOATING, INC. JOB REFERENCES**

**CRACKSEAL**

**Page**

Job Description	Project Manager	Site Phone #	Contract Date	Contract Amount	Completion Date
02-09-3317 RIDOT 2009-CR-056 S&C Cracks 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	(401) 222-2468 (401) 222-2468 (401) 272-2740	07-18-2009	208,120.00	08-17-2009
02-09-3333 Lynch JH Quonset Airport RI 24 J. H. Lynch & Sons, Inc. 50 Lynch Place Cumberland RI 02864	Tim Tourtellot	(401) 333-4300 (401) 333-4300 (401) 333-2659	09-10-2009	90,164.00	09-17-2009
02-09-3343 MHD#59861 Dist 1 Cracksealing 28 Mass DOT Highway Division (Dist #1) District #1 270 Pittsfield Road Lenox MA 01240	David Smith	(413) 637-5700 (413) 637-1750 (413) 637-0309	11-03-2009	321,662.50	04-14-2011
02-09-4204 Falmouth, Extendopave BCC 510 Falmouth, Town of Department of Public Works 59 Town Hall Square Falmouth MA 02540	Michael Souza	(508) 548-7611 (508) 548-7611	06-26-2009	200,834.56	02-24-2011
02-09-4291 Lowell, Extendopave MVPC 2009 312 City of Lowell Engineering Department 375 Merrimack Street Lowell MA 01852	John Gleason	(978) 970-3306 (978) 970-3329 (978) 970-3332	08-31-2009	211,746.00	02-24-2011
02-10-4337 MassDOT64844 Dist #2 Crackseal 194 Mass DOT Highway Division (Dist #2) District #2 811 North King Street Northampton MA 01060	John Widdison	(413) 582-0599 (413) 584-1611 (413) 584-8194	10-31-2010	368,976.10	08-17-2012
02-10-4383 Plymouth, Extendopave IS 2010 85 Town of Plymouth DPW-Engineering 11 Lincoln Street Plymouth MA 02360	Sid Kashi	(508) 747-1620 5087471620x12 (508) 830-4081	06-14-2010	126,300.00	07-31-2010

Job Description	Project Manager	Site Phone #	Contract Date	Contract Amount	Completion Date
02-10-4389 Ashland, Extendopave MW2010 144 Town of Ashland Department of Public Works Ponderosa Road Ashland MA 01721	Douglas Small	Phone: (508) 881-0120 Fax: (508) 881-3255	05-27-2010	124,089.00	12-31-2011
02-11-4566 RIDOT 2010-CR-097 Cracks N&E 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Mike Hull	Phone: (401) 222-2468 Fax: (401) 272-2740	05-17-2011	222,533.44	05-16-2011
02-11-4567 RIDOT 2010-CR-096 Cracks S&C 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Bob Lindo	Phone: (401) 222-2468 Fax: (401) 272-2740	05-17-2011	244,474.44	11-22-2011
02-11-4576 Norwalk CT FRC 2011 93 City of Norwalk, CT Dept. of Public Works 125 East Avenue Norwalk CT 06851	Drew Berndmaier	Phone: (203) 854-7791 Fax: (203) 854-7901	06-30-2011	188,267.10	09-29-2011
02-11-4671 RIDOT 2011-CR-054 ItdAcc Crack 202 RIDOT-Contract Administration Two Capitol Hill Room 331 Providence RI 02903-1124	Tony Mawad	Phone: (401) 222-2468 Fax: (401) 272-2740	07-25-2011	176,215.00	09-09-2011
02-11-4701 Jedyard CT Extendopave 2011 602 Town of Jedyard, CT 41 Colonel Jedyard Highway Jedyard CT 06339	Steven Masalin	Phone: (860) 464-1100 Fax: (860) 464-1126	07-21-2011	249,998.84	09-03-2011

SEALCOATING, INC.  
Crack Seal Equipment Listing

Equipment Year	Make	Model	Description	Serial Number	Registration	Co.
<b>Crack Trucks</b>						
04-07	INT'L	4700 4x2	1998 Int'l 4700 Crack Truck	1HTSCAAM6WH559962	67015 APN75318	2
04-10	Int'l	4700	1998 Int'l 4700 Crack Truck	1HTSCAAM8WH507880	59100 APN 40716	2
04-12	INT'L	4400 SBA	2004 Int'l 4400 Crack Truck	1HTMKAAAN34H679638	59101 APN 62959	2
04-13	Kenworth	T300	2006 KW T300 Crack Truck	2NKMZH28X76M160855	59102 APN 70319	2
04-14	Kenworth	T300	2006 KW T300 Crack Truck	2NKMZH28X56M160854	59103 APN 70318	2
04-16	Internatnl	4400	2005 Int'l 4400 Crack Truck	1HTMKAAAR55H121679	59104 APN 64684	2
04-17	Internatnl	4400	2005 Int'l 4400 Crack Truck	1HTMKAAAR15H121680	59105 APN 64685	2
04-18	Freightliner M2		Freightliner M2 Crack Truck			2
<b>Truckers</b>						
05-05	FORD	F-750	2004 Ford F-750 Distributor	3FRXF76844V590836	59106 APN 62960	2
05-15	FORD	CF7000	1988 Ford CF7000 Tank Truck	9BFXH70P8JDM03897	59107 APN 39165	2
05-25	INT'L	1654B	1984 Int'l 1654B Tank Truck	1HTLAHEM9EHA28186	G98-258	2
05-37	FORD	CF-7000	1987 Ford Tank Truck	9BFXH70P5HDM02653	59108 APN 40718	2
<b>Trailer</b>						
15-36	Ver Mac	ST4815 ARB	2008 Ver Mac ST4815 Arrowboard	2S9US21128S132497	A12771	2
<b>Compressor</b>						
30-02	Nethrn Hy. IMC		5.5 HP Compressor	190000C120		2
30-03	Ingrsl Rnd P130WJDU		Ingersoll Rand Compressor	289055UD1228		2
30-07	LeRoI	185 CFM	LeRoI 185 CFM Compressor (4-07)	3319X101		2
30-10	ATLAS COPC	175-195 CF	Atlas Copco Compressor (04-10)	USA012796		2
30-12	ATLAS COPC	155-175 CF	Atlas Copco175 CFM Compressor	USA007526		2
30-13	175 CFM	Atlas Copc	Atlas Copco 175CFM Compr/04-13	8972422304		2
30-14	175 CFM	Untd Rntlis	Atlas-Copco Compr (04-14)	USA015311		2
30-16	SULLAIR	185DUQJD	Sullair Compressor (04-16)	004-145806		2
30-17	SULLAIR	185DUQJD	Sullair Compressor (04-17)	004-145805		2

Asphalt Melter	Year	Make	Model	Description	Serial Number	Registration	Co.
50-04	1999	KEISER-MOR	SKID MOUNT	Keiser-Morris 60 GAL Melter			2
50-05	2003	ETNYRE	2000 GAL	2000 GAL Etnyre Distributor	S3472		2
50-07	1998	BearCat	BK350	Bearcat BK350 Melter (04-07)	30198		2

SEALCOATING, INC.  
Crack Seal Equipment Listing

Equipment	Year	Make	Model	Description	Serial Number	Registration	Co.
<b>Asphalt Melter</b>							
50-10	1998	BearCat	BK250	Bearcat BK250 Melter (04-10)	20298		2
50-12	2003	BearCat	BK400	BearCat 400 GAL Melter (04-12)	40303		2
50-13	2006	1000 GAL		1095 GAL MELTER (04-13)			2
50-14	2006	1000 GAL		1095 GAL MELTER (04-14)			2
50-16	2004	BERGKAMP	1500 GAL	1500 GAL Melter (04-16)	04-0091		2
50-17	2004	BERGKAMP	1500 GAL	1500 GAL Melter (04-17)	04-0092		2
50-18	2012	MassTank	1,100 GAL	1100 Gal Melter (04-18)			2
50-19	2012	Mass Tank	1,100 GAL	1100 Gal Melter (04-19)			2
<b>Sweepers</b>							
70-01	1999	TENNANT	355	1999 Tennant Sweeper/Rider	355-2184		2
70-05	1989	TENNANT	HIGH DUMP	1989 Tennant High Dump Sweeper	275-SE2557		2
70-08	1985	Tennant		1985 Tennant Power Sweeper	AA2296		2



**SEALCOATING, INC.  
KEY PERSONNEL BACKGROUND, EDUCATION & EXPERIENCE**

Name & Title	Experience & Background
<p>Elizabeth Wuori President Treasurer 65 Ward Street Hingham, MA 02043</p>	<p>2/2000 – Present, President, Sealcoating, Inc. Over 38 years of administrative, financial and managerial experience with Sealcoating, Inc. Extensive knowledge of the pavement maintenance industry. Ms. Wuori began as an administrative clerk at Sealcoating, Inc. in 1974 and has advanced through various positions including Office Manager, Corporate Clerk, and Treasurer to her current position of President and Owner of Sealcoating, Inc. Ms. Wuori holds a Bachelor of Arts degree from Smith College and a Master of Science in Accountancy from Bentley College.</p>
<p>Richard Goodick Vice President of Operations 262 Edgewater Drive Pembroke, MA 02359</p>	<p>31 years pavement maintenance experience; including extensive experience on major pavement maintenance contracts for Mass. Highway Department, Massport, and various municipalities.</p>
<p>April Durant Administrative Manager Clerk/Secretary 61 Surrey Drive Cohasset, MA 02025</p>	<p>6/2000 – Present, Office Manager. Over 25 years of administrative, insurance, bonding and financial experience with Sealcoating, Inc. Extensive knowledge of pavement maintenance industry, including broad knowledge of insurance and bonding requirements. Ms. Durant came on as a contract administrator for Sealcoating, Inc. in 1987. Over the past 25 years she has advanced to her present position of Office Manager, Clerk/Secretary. Ms. Durant holds a Bachelor of Arts degree from Bates College and a Master of Science in Accountancy from Bentley College.</p>

## AGREEMENT

This Agreement (the "Agreement") is entered into the \_\_\_\_ day of September \_\_\_\_, 2012 by and between the Owner of Canton, a political subdivision of the State of Connecticut (the "Owner") and \_\_\_\_\_, a Connecticut corporation located at \_\_\_\_\_ (the "Contractor").

WHEREAS, the Owner has issued an Invitation for Bids for Crack Sealing of Various Roadways, Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Owner on August 28, 2012, for the Work; and

WHEREAS, the Owner and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the Work.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town of Canton, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Energy and Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Schedule. The Work shall be completed within the number of calendar days after the execution of this Agreement as stipulated in the Instructions to Bidders under Section 3 - Contractor Duration. The Contractor shall commence with the work within ten days after receipt of notice to proceed from the Owner. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, which time is of the essence of the Agreement.
6. Payment. The Owner will pay the Contractor in accordance with the Contract Documents and agreed upon unit prices for Work in place. Payment will be made by the Owner monthly within 30 days after the approval of the Contractor's Application for Payment as provided in the Contract Documents less retainage of five percent (5%).

Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

8. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Owner's Invitation for Bid and Instructions to Bidders
- (iii) Drawings
- (iv) The Contractor Bid Form (unit prices only), attached hereto as Exhibit A
- (v) Specifications
- (vi) General Conditions and documents referenced therein
- (vii) Any modifications issued after the execution of this Agreement.

9. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Owner. Any assignment or attempted assignment without the Owner's written consent shall not relieve the Contractor of its obligations under this Agreement and such assignment shall be null and void and have no legal effect.

10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Owner's place of business. The Contractor agrees to hold harmless and indemnify the Owner in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Owner harmless against any claims brought against the Contractor or the Owner as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Owner and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

**PERFORMANCE BOND**

Bond Number \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Canton as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated \_\_\_\_\_ entered into a Contract with the Owner for:

**“Crack Sealing of Various Roadways ”**

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three (3) years from the date on which final payment under this Contract is rendered.

This Bond is issued simultaneously with another Bond in favor of the Town of Canton conditioned for full payment of Labor and Materials.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

**LABOR AND MATERIAL  
PAYMENT BOND**

Bond Number \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, hereafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Canton as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated \_\_\_\_\_ entered into a Contract with the Owner for:

**“Crack Sealing of Various Roadways”**

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

This Bond is issued simultaneously with another Bond in favor of the Town of Canton conditioned for the full and faithful performance of the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay for all labor and materials furnished by himself or his subcontractors for use in the prosecution of the Work, and used therein, then, this obligation to be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41, 49-42, and 49-43 of the Connecticut General Statutes, and the rights and liabilities hereunder shall be determined and limited by said Sections to the same extent as if they were copied at length herein.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

## TOWN OF CANTON, CONNECTICUT

### GENERAL CONDITIONS

#### **Article 1: Definitions**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings which shall be applicable to both the singular and plural thereof:

(a) **Agreement or Contract:** The written agreement between the Owner and the Contractor covering the Work to be performed. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

(b) **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

(c) **Bidder:** Any person, firm or corporation submitting a Bid for the Work.

(d) **Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

(e) **Change Order:** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

(f) **Contract Documents:** The Instructions to Bidders, General Conditions,, the Agreement, Specifications, Drawings, Addenda (whether issued prior to opening of Bids or execution the Agreement), Modifications once executed or issued after the execution of the Contract, and such other information as may be included with the Contract Documents.

(g) **Contract Price:** The total monies payable to the Contractor under the Contract Documents for the Work.

(h) **Contract Time:** The number of calendar days or the milestone dates set forth in the Contract Documents to complete the Work so that the Work is ready for its intended use as determined by the Owner and Engineer.

(i) **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.

(j) **Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams which have been prepared or approved by the Engineer.

(k) **Engineer:** Wherever in the Contract Documents the word "Engineer" is used, it shall be understood as referring to the Project Administrator acting personally or through his authorized assistants or an independent engineer engaged by the Owner.

(l) **Inspector:** The authorized representative of the Engineer or Owner who is assigned to the Project or any parts thereof.

a written notice to proceed, stating a different date on which it is expected that the Contractor shall start the Work.

(e) The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

**Article 3: Correlation, Interpretation and Intent of Contract Documents**

(a) It is the intent of the Contract Documents to describe the entire Work to be performed by the Contractor in accordance with the Drawings, Specifications, and other parts of the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

(b) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

(c) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. . It shall be the Contractor's responsibility in subcontracting portions of the Work, to arrange or group items of Work under particular trades to conform with then-prevailing customs of the trade, and in accordance with applicable requirements of law. The Owner shall have no liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or subdivision of Work in the Contract Documents. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Contract Documents as to the allocation of the Work among the Subcontractors and Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all the Work is completed regardless of where it appears in the Contract Documents.

(d) Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(e) The terms "knowledge," "recognize," "discover," and "observe," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor shall be interpreted to mean that which (1) the Contractor knows, recognizes, discovers and observes, and (2) the Contractor should, in exercising the care, skill, and diligence required by the Contract Documents, know, recognize, discover or observe, as the case may be. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and exercising the care, skill, and diligence required by the Contract Documents (including any Work that the party should be able to reasonably anticipate or infer based on Contract Documents then existing).

(f) Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(g) Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract

changes made during the Work. These shall be available to the Engineer during the course of the Work and shall be delivered to him upon Completion of the Work.

**Article 5: Separate Contracts**

The Owner may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work so as not to cause interference with other contractors. The Contractor shall cooperate and coordinate its Work with the Owner's separate contractors, if any.

**Article 6: Subcontractors**

(a) Prior to the execution and delivery of the Agreement, the successful Bidder shall submit to the Engineer for acceptance a list of names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work. Prior to the execution and delivery of the Agreement, the Engineer shall notify the successful Bidder in writing, if the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The Owner shall decide, based on the Engineer's objection, if the Agreement shall be executed with the existing list. The Contractor has the option to substitute another Subcontractor, person, or organization to satisfy the Engineer's objection without additional compensation. Failure to notify the Contractor prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Engineer to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

(b) The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any Contractual relationship between any Subcontractor and the Owner or the Engineer to pay or to see to the payment of any monies due any Subcontractor, sub-Subcontractor or supplier, except as may otherwise be required by law.

(c) The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed to be bound by such terms and conditions.

**Article 7: Materials, Equipment and Labor; Or Equal Clause**

(a) The Contractor shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities, services, and incidentals necessary for the execution and completion of the Work.

(b) All materials and equipment shall be new, except where specifically noted in the Contract Documents or where reuse is allowed and the conditions of reuse. If required by the Contract Documents or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be furnished.

(c) Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard of quality, performance and serviceability. Where such items are specified, unless otherwise noted, this shall not be interpreted to preclude the furnishing of



(c) The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

(d) If the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures, or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of Work implied by the operations described, but that the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor. The Contractor shall notify the Engineer for informational purposes only of the actual construction means, methods, techniques, sequences or procedures, which the Contractor intends to employ on the Work, if those differ from those mentioned in the Contract Documents.

#### **Article 12: Authority and Duties of Inspectors**

Inspectors employed by the Owner or the Engineer shall be authorized to inspect all Work done and material furnished. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or to accept any portion of the Work nor issue instructions contrary to the Contract Documents. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Engineer or Owner in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

#### **Article 13: Tests and Inspections**

(a) If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Engineer timely notice of readiness therefore. The Contractor shall furnish the Engineer the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

(d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes involved, provided such action is not the result of the fault or negligence, in whole or in part, of the Contractor, a Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**Article 16: Access to the Work; Uncovering Finished Work**

(a) The Engineer and his representatives shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

(b) If any Work is covered contrary to the instruction of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

(c) If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor shall be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

**Article 17: Change in the Work**

(a) Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment may be made as provided hereafter.

(b) The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a field order ("Field Order"). If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore as provided hereafter.

(c) Additional Work performed by the Contractor without authorization of a Change Order shall not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in herein.

(d) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable

(a) The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

(b) The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph above. Such delays shall include, but not be restricted to, acts or neglect by any other Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God or the public enemy.

(c) All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

(d) No Damage for Delay. In all events, the Contractor shall have no separate claim for damages or costs of any kind resulting from a delay in the Work as demonstrated by the Contractor's construction schedule, regardless of whether all or part of such delay may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Engineer or the Engineer's consultants. The Contractor agrees that its sole remedy for such delay shall be an extension of time, which may be granted or denied in accordance with the terms of this Agreement.

(e) Waiver of Impact Claims. In all events, the Contractor waives all forms of impact claims including but not limited to efficiency, loss of productivity, trade stacking, disruption, re-sequencing, and the like regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Engineer or the Engineer's consultants.

(f) The Contractor shall include similar No Damage for Delay and No Impact Claim provisions in the agreements the Contractor executes with its Subcontractors, suppliers and other persons or entities that the Contractor employs to perform the Work.

(g) The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes:

.1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.

**Article 20: Warranty and Guarantee; Correction, Removal or Acceptance of Defective Work**

(a) The Contractor warrants and guarantees to the Owner and the Engineer that all materials and equipment shall be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of the inspections, tests or approvals referred to in Article 13: Tests and Inspections. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or

(d) The Owner shall, within thirty (30) days of presentation of an approved Application for Payment by the Engineer, pay the Contractor the amount approved by the Engineer.

(e) The Contractor shall pay its Subcontractors and suppliers in accordance with applicable Connecticut law and shall cause its Subcontractors to pay their subcontractor in accordance with applicable Connecticut law.

**Article 22: Certificates of Completion and Final Payment**

(a) Upon written notice from the Contractor that the Project is complete, the Engineer shall make a final inspection with the Owner and the Contractor and shall notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

(b) After the Contractor has completed any such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificated of inspection, lien and claim waivers from itself, Subcontractors and material suppliers, and other documents, all as required by the Contract Documents, the Engineer shall issue a certificate of completion and the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens and claims arising out of the Work, including but not limited to all labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases which a lien or claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify and defend it against any lien or claim.

(c) If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Owner for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approval final payment, in which case the Contractor will make the necessary corrections and resubmit the Application for Payment.

(d) Final payment shall constitute one hundred percent (100%) of the final Contract amount. A Maintenance Bond in the amount of one hundred percent (100%) of the Contract Cost shall be provided prior to final payment. The Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay the Contractor the amount approved by the Engineer.

**Article 23: Waivers of Claims and Continuing Obligations**

(a) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Engineer, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any

all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean. The Contractor's failure to keep the site free from waste, rubbish and debris on a daily basis shall entitle the Owner to clean up said waste, rubbish and debris and charge the costs of the same to the Contractor without notice.

**Article 26: Owner's Right to Stop or Suspend Work**

(a) The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(b) The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension or interruption. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is wholly or partially responsible; or

.2 That an equitable adjustment is made or denied under another provision of the Contract.

(c) The Contractor shall resume the Work on the date so fixed by the Owner.

**Article 27: Owner's Right to Terminate**

The Owner may terminate or abandon the Project for any one or more of the following reasons:

(a) If the Contractor is adjudged as a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner on demand including but not limited to attorneys' fees and costs. Such costs incurred by the Owner will be determined by the Engineer.

(b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

(c) Upon seven (7) days written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement for the Owner's convenience. In such case, the Contractor shall be paid for all Work actually executed and reasonable expenses sustained by reason of such termination. The Engineer shall reasonably determine the amount of monies due the Contractor. Such payment shall not include any overhead or profit on Work

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- (a) To any preference, priority or allocation order duly issued by the State or Federal Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God, or the public enemy,, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (c) To any delays of Subcontractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article.

**Article 32: Sanitary Facilities**

Contractor shall provide and maintain such sanitary accommodations for use of his employees and those of his Subcontractors as may be necessary to comply with requirements and regulations of local and state departments of health and as directed by Engineer.

**Article 33: Nondiscrimination Clause**

Contractor agrees to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, and if applicable the Connecticut Fair Employment Practice Law and any and all similar state or federal legislation, and any amendments thereof.

**Article 34: Wage Scale Provisions**

This section intentionally left blank.

**Article 35: Work by Others**

The Contractor agrees that the Owner may permit other persons, firms, corporations or entities to utilize publicly owned property at the site of the Work and that such permissions shall not affect this Agreement.

**Article 36: Mediation of Disagreements**

In case of any dispute between the Owner and the Contractor or other party making claims in relation to this Contract concerning the respective rights and liabilities of the parties thereunder, which cannot be resolved within thirty (30) days by mutual agreement of the

unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from the responsibility for errors or omissions in the Shop Drawings.

**Article 41: Maintenance Bond**

The Contractor shall be required to furnish the Owner a Maintenance Bond in the amount of one hundred (100%) percent of the final cost of the work prior to Final Payment. This Maintenance Bond shall assure the satisfactory condition of the required Work under the Contract for a period of not less than one (1) year after the acceptance of the Work by the Owner. The Surety for the Bond shall meet the same criteria as for the Performance Bond and the Labor and Materials Payment Bond.

**Article 42: Progress Prints and As Built Drawings**

At the completion of the Work, and as an express condition precedent to final payment, the Contractor shall submit to the owner and Engineer and as-built of the Work.

**Article 43: Electrical Energy**

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this Contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. There shall be sufficient artificial light, by means of electricity, so that all Work may be done in a workmanlike manner, when there is not sufficient daylight. Sufficient temporary power outlets shall be furnished to enable the various trades to use normal electric power tools.

**Article 44: Standard Specifications**

This section intentionally left blank.

**Article 45: CALL BEFORE YOU DIG REQUIREMENTS**

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, Statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation.

**Article 46: Protection Of The Work**

The Contractor shall protect all work done under this contract, and all work done by the Owner's separate contractors within the limits of this Contract during the progress of the Work and until completion, from injury by reason of any work under this Contract, or by reason of any negligence on its part, or by reason of weather conditions. The method to be employed for protection shall be at the Contractor's discretion, but shall be subject to the approval of the Engineer, who may order the work or any portion of it suspended when he considers conditions to be not favorable for first-class work.

#### **Article 51: Prompt Completion of Work**

After an excavation is commenced, the Contractor shall prosecute the Work with diligence and on a continuous uninterrupted basis and shall promptly complete such Work and restore the street to its original condition or as near as may be, so as not to obstruct the street or travel thereon more than is reasonably necessary.

#### **Article 52: Work Interruptions**

There may be some occasions where utility companies will be involved in the relocation or adjustment of their existing facilities. In such event, the Contractor shall work in another location until the utility completes its work. No additional compensation will be made for delays or inconvenience sustained by the Contractor due to interference by the utility companies.

#### **Article 53: Temporary Suspension of Work**

The Engineer or Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he considers necessary in the best interest of the Town, or in the interest of public necessity, convenience or safety as provided in this Agreement.

If it should become necessary to stop work for an identified period, the Contractor shall store all materials and equipment in such manner that they will not obstruct or impede the traveling public unnecessarily nor allow the material to become damaged in anyway; and he shall take every precaution to prevent damage to the work already completed, and to erect temporary structures where necessary.

The Contractor shall maintain the roadway in safe condition for travel and shall maintain all barricades, signs and lights during the period of suspension; and the payment of the work shall be included in the Maintenance and Protection of Traffic Item.

#### **Article 54: Manholes and Utility Cuts**

All manhole frames and covers, gate boxes and similar structures in the area of the Work shall be reset to the proper line and grade by the Contractor. Repairs of all cuts in the pavement base will be the responsibility of the Contractor. The Contractor shall cooperate with all utility owners to facilitate this Work.

#### **Article 55: Signs and Traffic Detours**

When necessary, the Owner or the Engineer will determine all traffic detours. The Contractor shall cooperate in placing the signs where ordered by the Engineer.

The Contractor shall place and maintain barricades as needed and as ordered by the Owner or the Engineer. The Contractor shall place barricades on all side streets at the next intersection away from the street being resurfaced. The Contractor shall place barricades where needed for "Detour" and "Local Traffic Only" and other such signs as may be required. Any barricades remaining overnight and on weekends must have lights and reflectors.



### **Article 59: Clearance of Vital Structures**

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins and all other vital equipment as designated by the Owner.

The Contractor shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1') foot in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The Contractor shall make provisions to take dispose of all surplus water, muck, silt, or other run-off pumped from excavations and shall be responsible for any damage resulting from its failure to so provide.

### **Article 60: Relocation and Protection of Utilities**

Notice is hereby given that the Contractor must familiarize himself with the provision of Public Act No. 87-71 regarding its duties and responsibilities with respect to excavating, and discharging explosives on demolition in proximity to public utility underground facilities.

In case any said purpose pipe crossing or other encasement should be damaged, and for this purpose pipe crossing or other encasement or devices are to be considered as part of a substructure, they shall be repaired by the agency or person owning them and the expense of such repairs borne by the Contractor. The Contractor shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer, gas pipe, electric conduit or other utility. The Contractor shall inform itself as to the existence and location of all underground utilities prior to the commencement of excavation and protect the same against damage.

### **Article 61: Protection of Adjoining Property**

The Contractor shall at all times and at its own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for that purpose. The Contractor shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said Work. The Contractor shall not disturb, cut or remove (even temporarily) any trees, bushes, shrubs or flowers on municipal or private property. Any of these items which have been disturbed, removed or cut by the Contractor shall be the sole responsibility of the Contractor, including replacement should any of the trees, bushes, shrubs or flowers die as a result of the Contractor's Work or operations.

### **Article 62: Excavation**

**Curbs and Walks:** The term excavation as used in this Contract for curbs and walks shall mean the removal to line and grade and the satisfactory disposal of all materials encountered, including the cutting and removal of tree roots, existing walk, driveways, curbs,

**Article 66: Use of Areas Behind Curb Line**

The Contractor shall not store any material or park any equipment used on this Contract behind the curb line or in the road, without written permission from the Engineer. Should any area back of curb become damaged during construction, the Contractor shall be responsible for restoring the area to its original condition as directed by the Engineer.

**Article 67: Insurance**

The Contractor shall carry and keep in force during the term of this Agreement completed operations period insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

- 1) Worker's Compensation Insurance:  
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

- 2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

- 3) Automobile Insurance:  
Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

- 4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

.9 Products Liability and Completed Operations, Premises, Personal and Advertising Injury, and Independent Contractor.

10 Professional Liability to the extent the Contractor provides any professional services as may be required by the Contract Documents or required for the Contractor's means, methods and procedures.

(b) The insurance required by this Article shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

(c) Certificates of insurance, policy endorsements and insurance policies acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies and endorsements required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Agreement.

(d) The Contractor and the Contractor's Subcontractors shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Owner evidence of the aforementioned requirements from itself and its Subcontractors in the form of an ISO 20 10 11 85 additional insured endorsement or equivalent as determined by the Owner. Failure by the Contractor to provide the Application for Payment then due or to become due until such time as the endorsements are provided. The insurance of the Contractor and the Contractor's Subcontractor's (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them and any insurance available to the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's Subcontractor's (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner and any insurance available to the Owner is secondary and non-contributory. The Contractor and the Contractor's Subcontractor's shall cause their insurers to directly provide the Owner with thirty (30) days advance notice of cancellation. The insurance obligations

## **SPECIAL PROVISIONS**

Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that maintain the compressed air free from oil and water. Filters shall be inspected daily to ensure that they are still effective and not saturated with oil and moisture. Saturated and/or damaged filters shall be replaced.

Routers for reshaping cracks shall be of the multi-blade rotary cutter head type.

Melting kettles shall be of the double-boiler, indirect-fired, portable type. The kettle shall be mounted on rubber tires and shall be equipped with a metal shield beneath the firebox to protect the pavement. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 530°F (280°C). The kettle shall be equipped with a satisfactory means for agitating the joint sealer to maintain a uniform temperature. This may be accomplished by continuous stirring with mechanically operated paddles or by a continuous circulating gear pump attached to the heating unit, or by both paddles and a pump. Kettles equipped with rocking type agitation shall not be used. The kettle shall be equipped with a thermostatic control calibrated between 200° and 550°F (95° and 290°C).

Hand pouring pots shall be equipped with mobile carriages and rubber shoes and have flow control valves that allow all cracks to be filled to refusal.

Routers for reshaping cracks shall be of the multi-blade rotary cutter head type.

Hot-air lances for blowing clean and drying cracks shall be an approved propane gas burner and compressed air device that does not allow the flame to touch the pavement.

The wand applicator shall be connected to the holding tank through an applicator hose that ensures the safety of the operator and allows the operator to control the flow of material. A device shall be mounted to bypass material into the holding tank if the applicator nozzle is shut off.

#### C. Construction Methods

##### Preparation

Joint sealant material shall be heated and applied at temperatures specified by the manufacturer.

All workmanship shall be of the highest quality. All excess and spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined by the ENGINEER to be below standards shall be corrected and/or replaced by the contractor.

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, flagmen, delineators, lights or any other warning device as needed or ordered by the ENGINEER or the Local Traffic Authority.

E. Method of Measurement

The work included in the specification will not be measured for payment

F. Basis of Payment

Payment for furnishing all plant, labor, and equipment necessary to performed all operations to clean, routing, and sealing, placement of barrier cover material of random cracks in bituminous concrete pavement, and providing the necessary traffic control for "Cleaning Routing, and Sealing of Random Cracks in Bituminous Concrete" will be paid for at the contract lump sum price for each street section.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/7/2012

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).

<b>PRODUCER</b> Eastern Insurance Group LLC 77 Accord Park Drive Unit B1 Norwell MA 02061		<b>CONTACT NAME:</b> Norwell Construct South <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No.):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> 00040071	
<b>INSURED</b> SEALCOATING INC 120 Industrial Park Road Hingham MA 02043		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Acadia Insurance Company	NAIC #: 31325
		INSURER B: St Paul Fire & Marine Ins Co	
		INSURER C: Great American E&S Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER: 2012-2013 MASTER**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			CPA0170645	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b>			MAA0170646	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PIP-Basic \$
	<input type="checkbox"/> NON-OWNED AUTOS						Uninsured motorist BI split limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP-12N83880	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
A	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCA0170647	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Equipment Floater</b>			CPA0170645	1/1/2012	1/1/2013	\$175,000 / \$1,000 DED
A	<b>Phys Dam Hired Auto</b>			MAA0170646	1/1/2012	1/1/2013	\$50,000 / \$500 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Cracksealing//If required by written contract Town of Canton is named Additional Insured for General Liability, Automobile Liability, and Umbrella Liability as respects to the referenced project.

<b>CERTIFICATE HOLDER</b>  Town of Canton CT PO Box 168 Collinsville, CT 06022	<b>CANCELLATION</b>  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  Ronald Cleaves/CD1 <i>Ronald M. Cleaves</i>

Bond No. 929558136

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we Sealcoating Inc. \_\_\_\_\_, Principal,  
120 Industrial Park Road, Hingham, MA 02043 \_\_\_\_\_, Surety, are held and firmly bound  
and Western Surety Company, CNA Surety, 53 State Street, \_\_\_\_\_, Surety, are held and firmly bound  
Boston, MA 02109 \_\_\_\_\_, Surety, are held and firmly bound  
unto Town of Canton, CT \_\_\_\_\_, Obligee,

in the sum of FORTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100THS  
Dollars ( \$41,134.00 )  
for the payment of which we bind ourselves, our legal representative, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated  
for Crack Sealing of Various Roadways, Canton, CT through October 31, 2012

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save  
harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation  
shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated

Sealcoating Inc. (Seal)  
(Principal)

By Elizabeth Wuori  
Elizabeth Wuori, President

Western Surety Company (Seal)  
(Surety)

By Ellen J. Young  
Ellen J. Young, Attorney-in-Fact



**PAYMENT BOND**

**Bond No. 929558136**

KNOW ALL MAN BY THESE PRESENTS: That Sealcoating Inc.  
120 Industrial Park Road, Hingham, MA 02043

and Western Surety Company, Principal  
unto Town of Canton, CT Surety, are held and firmly bound

, Obligee,

In the sum of FORTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100THS

Dollars ( \$41,134.00 ),

for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated  
for Crack Sealing of Various Roadways, Canton, CT through October 31, 2012

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly made  
payment to all persons supplying labor and material in the prosecution of the work provided for  
in said contract, and any and all duly authorized modifications of said contract that may  
hereafter be made, notice of which modifications to Surety being waived, then this obligation to  
be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this

Sealcoating Inc. (Seal)

(Principal)

By: Elizabeth Wuori  
Elizabeth Wuori, President

Western Surety Company (Seal)

(Surety)

By: Ellen J. Young  
Ellen J. Young, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Frank J Smith, Donna M Robie, Rosemary W Fulham, Ruth Ann Silverman, Ginette R Tentindo, Mark L Kingston, Ellen J Young, William J Dobbins Jr, Individually**

of Natick, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2012.



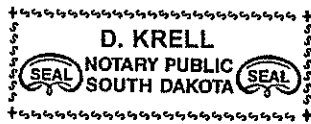
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of April, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary