



**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

April 22, 2022

Town of Henniker  
Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Dear Sir or Madam:

We are pleased to submit the following proposal for Chip Seal Bid 2022.

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Flanders Road (from NH Rt. 114 north to NH Rt. 114 south.) 10,500' x 22'	25,667 SY	\$ <u>2.85</u>	\$ <u>73,150.95</u>

All States Construction, Inc. is responsible for all signage and traffic control.

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

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

Very truly yours,

ALL STATES CONSTRUCTION, INC.

  
Alan L. Chicoine  
Vice President



Town of Henniker  
Request for Proposal  
Chip Seal Bid 2022

The Town of Henniker NH is inviting bid pricing for Conventional chip seal miscellaneous roads in Henniker. Bid proposals must be on company letterhead clearly stating price and specifications. Bids must be sealed and marked, "Chip Seal 2022" and be delivered to Town of Henniker Town Hall 18 Depot Hill Road, Henniker NH 03242 by April 22, 2022, at 12:00 PM, when they will be opened publicly and read aloud. Contact person: Leo Aucoin, Highway Superintendent 603-428-7200.

Locations with approximate Footage:

1. Flanders Road from NH RT114 north to NH RT114 south –approx. 10,500 ft. by 22 ft.

Certified traffic control personnel and signage to be provided by the contractor, with the understanding that emergency vehicles and school buses will not be delayed.

The Town of Henniker requests that the work be performed by the successful bidder's own personnel. Any subcontractors must be pre-approved by the Road Agent.

Bid price proposals must be on company letterhead clearly stating the unit price per foot or yard. The bid price shall include all increases for the duration of the contract with a completion date no later than September 1, 2022. No request for increase in contract price shall be entertained by the Town of Henniker.

All work to be done under the direction of the Highway Superintendent. The Town of Henniker reserves the right to modify road lengths. Additional work may be added by the Town.

The contractor will be required to provide an insurance certificate confirming the following insurance coverage; worker's compensation insurance as required by the State of NH; broad-form comprehensive general liability insurance in the amount no less than \$ 1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in the amount no less than \$1,000,000 combined single limit per occurrence. The Town of Henniker shall be named as an additional insured on all policies.

✓

The Board of Selectmen reserves the right to reject all bids and issue a new Request for Bids if less than three bids are received. The Board of Selectmen also reserve the right at their sole discretion to reject all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

Bidders shall bid to specifications. However, deviation from specifications may be made but any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work; and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

The minutes of the meeting at which the selection is made shall indicate the bid selected and the factors upon which the selection was made. All major bids submitted must specify time frame of bid quote amount and must guarantee bid amount for a minimum of thirty (30) days from bid opening date. This requirement must be included in all advertisements and written specifications issued by the Town of Henniker. Any increase in cost estimates following bid award or signing of a contract shall be absorbed by the bidder.

## SPECIFICATIONS FOR CHIP SEAL

### 1.0 DEFINITIONS

The term Director [Superintendent, etc.] shall mean the Director of Public Works of the awarding authority.

The term Designee shall mean an employee of the awarding authority, designated by the Director.

The term Contractor shall mean a professional company contracted by the awarding authority to perform work under this agreement.

### 2.0 DESCRIPTION

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and cover aggregate on properly prepared bituminous streets. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be selected by the Contractor and the Director or his/her Designee.

### 3.0 MATERIALS

#### 3.1 Liquid Asphalt:

Liquid asphalt grades shall be: CRS-2L, CRS-2P, RS-2L (2% Latex), or MC-3000 conforming to AASHTO specifications M316, M140 or M82.

#### 3.2 Latex Additive:

The latex additive shall be Butonal NX 1129 (Anionic) or Butonal NX 4190 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	<b>Anionic</b>	<b>Cationic</b>
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/24 +/- 2)	(76 +/- 2/24 +/- 2)
Solids, min %	67	63
Solids, min lbs./gal.	5.2	4.8
Coagulum (80 mesh screen max)	0.1%	0.1%
pH of Latex	10.0 – 10.7	5.0 – 5.6
Brookfield Visc (Model RVT, #3 spindle @20 RPM)	1000 – 2000	250 - 2000
Mechanical Stability	Excellent	Excellent

### 3.3 Cover Aggregate:

Cover Aggregate shall be crushed stone, free from dust, soft stone or other contaminants, with a minimum of 90% of the stones have a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Aggregate shall meet the following gradation as tested by AASHTO T27.

Sieve Size	% Passing
1/2" (12.5 mm)	100
3/8" (9.5 mm)	85 – 100
#4 (4.75 mm)	0 – 30
#8 (2.36 mm)	0 – 6
#200 (0.075 mm)	0 – 2*

\*Pre-treatment of the stone is required if the percentage passing of 0.075 mm (#200) is greater than 1.0%. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale. The stone shall be treated with a diluted slow setting emulsion at the rate of 1 – 2 gallons per ton to ensure uniform treatment of all aggregate.

### 4.0 MATERIAL QUANTITIES

The quantity of asphalt emulsion to be used shall be in the range of 0.35 to 0.50 gallons per square yard, or the quantity of MC-3000 to be used shall be in the range of 0.25 to 0.35 gallons per square yard. Cover aggregate shall be spread in the range of 20 to 30 pounds per square yard. The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

### 5.0 EQUIPMENT

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

#### 5.1 Asphalt Distributor:

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard, of roadway surface, at any length of spray bar up to 16 feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in one (1) foot, increments which shall be located in the truck cab. The spray nozzles

and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

5.2 Aggregate Spreader:

The aggregate spreader shall be hydrostatically driven and self-propelled. It shall be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons, of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

5.3 Rollers:

A minimum of two (2) rollers, with at least one (1) pneumatic tire roller, shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 5 feet and a gross weight of not less than 7 tons.

5.4 Trucks:

Rear discharge conveyor-fed trucks in sufficient number and size must be used to deliver aggregate to the spreader.

**6.0 CONSTRUCTION PROCEDURES**

6.1 Streets to be Treated:

The Contractor and the Director shall mutually determine the streets which shall receive chip seal treatment. Measurements of streets to be treated shall be made by the Contractor and the Director or his/her Designee, and the Contractor shall prepare a cost estimate for each street prior to beginning work.

6.2 Staging Location

The awarding authority shall provide a staging area for equipment and materials to be used on the project. The Contractor and Director shall mutually review and agree that the location is of adequate size and condition to allow for safe and secure usage for the required operation(s).

The awarding authority shall provide a location for disposal of asphalt/aggregate debris created in the adjustment of utility castings/structures, milling of keyways, and any pre- or post- project sweeping.

6.3 Surface Preparation:

All surface preparations shall be completed by the awarding authority prior to applying the surface treatment unless otherwise noted or bid as separate items.

The awarding authority shall be responsible for removal of all thermoplastic traffic markings, cleaning and flush filling all cracks and joints greater than 1/4" wide. The awarding authority shall place a leveling course on planed, milled or existing surface, if required.

The contractor shall cover all manhole covers, water boxes, gas boxes, catch basins and other such utility structures with plastic or building felt. Reference each for location and uncovering after application.

The contractor shall thoroughly clean the surface by sweeping immediately prior to application of the emulsion. Prior to sweeping, the awarding authority shall have removed all vegetation and soil that is bound to the roadway surface.

6.4 Weather Limitations:

No work shall be completed during rainy conditions. The ambient temperature must be 50°F and rising.

6.5 Asphalt and Aggregate Application:

The liquid asphalt and aggregate shall be applied at the material quantities as designated in Section 4. The liquid asphalt shall not be applied more than 300 feet in advance of the self-propelled aggregate spreader.

6.6 Rolling:

Initial rolling shall be done immediately following the application of aggregate. A minimum of three (3) passes should be completed over the entire treated area. Rollers shall be operated at a speed that will not displace aggregate.

6.7 Traffic Control:

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 20 mph, should be maintained for a period of two (2) hours.

6.8 Surplus Aggregate:

Surplus aggregate shall be swept off of the road surfaces by the awarding authority. Sweeping shall be done after chip seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

**7.0 PERFORMANCE**

The awarding authority will not award this contract unless the Contractor furnished satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it

within the time named in the contract. The Contractor shall not sublet any portion of this contract, and will own all equipment used to complete such contract. As part of the bid, the Contractor must submit a list of six similar and successfully completed jobs on which they have been the prime contractor, whose relevance to the proposed job shall be deemed by the awarding authority. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract. It will be the responsibility of each bidder to visit the job site with the Director. The awarding authority can reject any bid of a contractor who has not visited the work site.

#### **8.0 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Payment for work under this agreement shall be made at the contract unit price per square yard times the number of square yards, measured by the Contractor and the Director or his/her designee, of road surface treated. Price per square yard shall be for complete in place quantities. Upon completion of work, and acceptance by the Director, the Contractor shall submit a payment request to the Director. Payment shall be net thirty (30) days.

#### **9.0 GUARANTEE**

Any material or workmanship found to be defective for up to one (1) year from the date of acceptance by the Director shall be replaced by the Contractor at no cost to the awarding authority. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas.





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## **ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES**

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

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

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

## NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Alan L. Chicoine, Vice President

ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES



# All States Construction, Inc.

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## *STONE SEAL REFERENCES*

Town of Rehoboth, MA	Highway Department 345 Anawan Street Rehoboth, MA 02769 Mike Costello \$ 306,950.94 / 2021	508.252.3912
Town of Mendon, MA	Highway Department 66 Providence Street Mendon, MA 01756 Alan Tetreault \$ 240,166.08 / 2020	508.473.0737
Town of Leeds, ME	Public Works Department PO Box 206 Leeds, ME 04263 Jake Rodrigue \$ 228,418.30 / 2018	207.408.3243
Town of Peterborough, NH	Highway Department Peterborough, NH 03458 Ron Dubois \$ 344,390.69 / 2019	603.924.8009
Town of New Marlborough, MA	Highway Department PO Box 90 Sandisfield, MA 01255 Brad Cury \$ 119,510.40 / 2019	413.258.4979
Town of Fitzwilliam, NH	Highway Department PO Box 725 Fitzwilliam, NH 03447 Glen Smith \$ 130,380.00 / 2018	603.585.2255



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**STONE SEAL EQUIPMENT**

<b><u>DESCRIPTION</u></b>	<b><u>YEAR</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL/SERIAL #</u></b>
Chipsreader	2005	Etnyre	K6197
Chipsreader	2006	Etnyre	K6180
Flowboy	2006	Mack	CV700GK001055
Flowboy	2007	Mack	CV700GK001056
Flowboy	2007	Mack	CV700GK001057
Distributor	2000	Mack	RD688SX54439
10 Ton Rubber Roller	1986	Hyster	C530 / A19K3703G
10 Ton Steel Roller	2000	CAT	CS-431C / 9XL00232
Pnuematic Roller	2013	CAT	LTJ00154
Pnuematic Roller	2016	BOMAG	BW11RH-5
Loader	2006	Kamatsu	A74101

**All Equipment is OWNED and not rented or leased.**



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**CORPORATION CERTIFICATE TO ACTION**

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

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

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

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

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

Seal

ATTEST:

April 22, 2022

Date

Assistant Secretary – Heather Whittier



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	<b>CONTACT NAME:</b> PHONE (A/C. No, Ext): 315-673-2094		<b>FAX (A/C. No):</b> 315-673-1121
	<b>E-MAIL ADDRESS:</b> certificates@reagancompanies.com		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Old Republic Insurance Company	24147
		<b>INSURER B :</b> Hanover Insurance Companies	22292
		<b>INSURER C :</b> Old Republic (Captive)	24147
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 997800485      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY31142822	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 400,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB31142922	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Phys Dmg	\$ 150,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31142722	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equipment			RHS875076314	2/1/2022	2/1/2023	\$850,000	Ded. \$2,500
B	Installation Coverage			RHS875076314	2/1/2022	2/1/2023	\$1,000,000	Ded. \$1,000

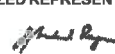
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Auto Hired Physical Damage Deductibles \$250 Comp / \$500 Collision

General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.

Automobile: Additional insured is on a primary and non-contributory basis as required by written contract. MCS90 endorsement applies  
 Waiver of subrogation is included on the General Liability, Auto, and Workers Compensation policies as required by written contract

\*Workers Compensation: NY, CT, DE, FL, MA, ME, NH, NJ, PA, RI, TX, VT  
 See Attached...

**CERTIFICATE HOLDER**      **CANCELLATION**

Town of Henniker 18 Depot Hill Road Henniker NH 03242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Reagan Insurance		NAMED INSURED All States Construction, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.  
 Project: Chip Seal Bid 2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

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

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

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



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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

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

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All persons or organizations when required by written contract	The products as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS FORM APPLIES IN: MA

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

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

All persons or organizations as required by written contract or agreement

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

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

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 01 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

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

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Insurance Company:</b> Old Republic Insurance Company	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b> The lessor when required by written contract to be added as an Additional Insured	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> Any auto you lease under a written lease agreement with a term of six months or more	



Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$ 1,000,000 Each "Accident"
<b>Comprehensive</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</b> \$ See PCA 050 <b>Deductible For Each Covered "Leased Auto"</b>
<b>Collision</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</b> \$ See PCA 050 <b>Deductible For Each Covered "Leased Auto"</b>
<b>Specified Causes Of Loss</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</b> \$ <b>Deductible For Each Covered "Leased Auto"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

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

**B. Loss Payable Clause**

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

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

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

**D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations as required by written contract or agreement

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**POLICY NUMBER:**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT**

**DATE OF ISSUE:**

**1983 National Council on Compensation Insurance.**