AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

Sealcoating, Inc.
825 Granite Street
Braintree, MA 02184

and

THIS AGREEMENT is made this 27th day of December 2019 by and between Sealcoating, Inc. (hereinafter referred to as Contractor), and Ronald Bergstrom, Ronald Beaty and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Miscellaneous Public Works

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Towns harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of “employee” and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.

3. Time of Performance. April 1, 2019 through March 31, 2020, with the option to renew for one additional year.

4. Payment. The low prices submitted in their bid and as highlighted on the attached spreadsheet

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.
7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated by the County to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women’s business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled
by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of ______, in the year Two Thousand and Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

[Signatures]

Ronald Bergstrom
Mary Pat Cohn

Ronald Beaty

[Signature]

Date

FOR THE CONTRACTOR:

[Signature]

Richard Goodick, Vice President

February 13, 2019

Date
SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth through an Agreement with the County of Barnstable.


As noted on the Bid Form, steel price adjustments will be allowed for a limited number of items.

FOR ESTIMATED QUANTITIES SEE ATTACHMENT A

WORK SCHEDULE

The Contractor shall commence Work within ten (10) working days of receiving a Notice to Proceed from a Town. If the Contractor can not begin work within the ten (10) working days, that Town may order such services from such contractors as are available, and the Contractor shall reimburse that Town for all expenses incurred above the Contract Price. When needing work completed for those items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or can not begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second lowest bidder.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the specific Town.

OSHA REQUIREMENT

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

SP-1
CONTRACT DOCUMENTS IN THE FIELD

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

POLICE SERVICES

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town’s Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MassDOT Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

SP-2
Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The Highway Superintendent for each Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor can not respond in a timely manner as determined by the Highway Superintendent, the Town has the right to complete the necessary work and to bill Contractor for that work.

DIGSAFE

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

Commonwealth Electric has a policy regarding the location of electric utilities. Dig-Safe can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.
If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure. Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MassDOT Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

COMPACCIÓN

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

PROPERTY BOUNDS

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

WEIGHING
All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.
ITEM 100 CHLORINATED RUBBER PAINT AND BEADS FOR 4" REFLECTORIZED LINES
ITEM 101 CHLORINATED RUBBER PAINT AND BEADS FOR STOP BARS & CROSSWALKS
ITEM 102 CHLORINATED RUBBER PAINT AND BEADS FOR ARROWS & MISCELLANEOUS MARKINGS

The Work shall include the furnishing and installing of alkyd traffic paint modified with chlorinated rubber and glass beads conforming to Section M7 of the Standard Specifications. The white or yellow reflectorized traffic paint shall comply with Section 860 of the Standard Specifications.

Low VOC Chlorinated Rubber Traffic Paint

The durable, fast drying, Alkyd modified with chlorinated rubber traffic paint shall conform to the current V.O.C. regulations and the following:

<table>
<thead>
<tr>
<th>Composition</th>
<th>White (%)</th>
<th>Yellow (lead free)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle % by wt.</td>
<td>40-43</td>
<td>40-43</td>
</tr>
<tr>
<td>Pigment % by wt.</td>
<td>57-80</td>
<td>57-60</td>
</tr>
<tr>
<td>Total Solids % by wt.</td>
<td>74 min</td>
<td>74 min</td>
</tr>
<tr>
<td>Total Solids % by vol.</td>
<td>50 min</td>
<td>50 min</td>
</tr>
<tr>
<td>V.O.C. grams/liter</td>
<td>150 max</td>
<td>150 max</td>
</tr>
<tr>
<td>Titanium dioxide rutile</td>
<td>1 lb/gal min</td>
<td>.3 lbs/gal min</td>
</tr>
<tr>
<td>Organic yellow pigment</td>
<td>n/a</td>
<td>.25 lbs/gal min</td>
</tr>
<tr>
<td>Chlorinated rubber</td>
<td>.5 lbs/gal min</td>
<td>.5 lbs/gal min</td>
</tr>
</tbody>
</table>

Detailed Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>White</th>
<th>Yellow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wt/Gal</td>
<td>12.5 +/- .2</td>
<td>12.1 +/- .2</td>
</tr>
<tr>
<td>Viscosity K.U.</td>
<td>75-85</td>
<td>75-85</td>
</tr>
<tr>
<td>Dry Time 15 mils wet film</td>
<td>10 max</td>
<td>10 max</td>
</tr>
<tr>
<td>@ 77 F Minutes</td>
<td>.96 min</td>
<td>.96 min</td>
</tr>
<tr>
<td>Dry Opacity @ 15 mils wet</td>
<td>84 min</td>
<td>50 min</td>
</tr>
<tr>
<td>Reflectance</td>
<td>3 min</td>
<td>3 min</td>
</tr>
<tr>
<td>CC Flash Point (F)</td>
<td>(-4 F) min</td>
<td>(-4 F) min</td>
</tr>
</tbody>
</table>

The application rates shall be 1 gallon of paint and 5 pounds of beads per 320 linear feet of 4" wide line.

Application Conditions

Temperature: 50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material) and at least 5°F (2.8°C) above dew point
Relative humidity: 85% maximum

Equipment

The Contractor shall supply 1 long line spray truck, manufactured with stainless steel components to properly apply alkyd traffic paint modified with chlorinated rubber, capable of applying solid lines in a sharp and true manner. The unit must have a minimum paint tank capacity of 400 gallons and a minimum bead truck capacity of 2,000 pounds. The long line spray truck must be capable of producing an acceptable 4" wide single or double line at the application rate of 5 pounds of beads and 320 lineal feet per one gallon of paint while traveling at a minimum of 7 miles per hour.

SP-6
The Contractor shall supply 1 cone truck (rack body with hydraulic tail gate) with 300 cones.

The above units shall include protective devices and warning signs for the painting operation. Each unit shall be radio controlled with a portable unit available for the Highway Division lead truck.

The Contractor shall supply 2 operating personnel for the spray truck and 3 cone setters/retriever personnel for the traffic cone setting truck.

The Contractor will place traffic cones on all freshly painted lines to reduce tracking.

**Contractor Responsibilities**

The Contractor shall complete the painting as indicated herein, subject to weather conditions, such as wet or extremely cold pavement. The Contractor shall have backup equipment available to him in the event of a breakdown.

The Contractor shall have a supervisor or foreman available to direct operations. The supervisor or foreman will report to the Highway Division Superintendent or his designee, any problem, as well as, give daily progress reports.

The Contractor must show by past performance that he is capable of performing a Contract of this magnitude.

On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.

**Measurement and Payment**

The measured quantity for 4” ReflectORIZED Line and 12” Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**ITEM 103 THERMOPLASTIC PAINT FOR 4” REFLECTORIZED LINES**
**ITEM 104 THERMOPLASTIC PAINT FOR STOP BARS & CROSSWALKS**
**ITEM 105 THERMOPLASTIC PAINT FOR ARROWS & MISCELLANEOUS MARKINGS**

The Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Material used and method of installation shall conform with the relevant provisions of Subsection M7, M7.01.03, M7.01.04, M7.01.18, and 860 of the Standard Specifications. All dimensions and spacing shall be as directed by the Engineer.

The Contractor shall install all pavement markings at locations as directed by the Engineer. On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.

**Measurement and Payment**
The measured quantity for 4" Reflectorized Line and 12" Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**ITEM 106 EPOXY PAINT FOR 4" REFLECTORIZED LINES**

Work under these items cover white and yellow epoxy reflectorized pavement marking material that is sprayed onto the pavement. Immediately following this, a surface application of glass beads is applied. The work, materials, and methods of installation under these items shall conform to the relevant provisions of Sections 860 and subsection M7 of the Standard Specifications, and the following:

The epoxy marking material shall be two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Part A of both white and yellow shall conform to the following requirements:

Percent by weight:

- **WHITE Pigment** - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) Epoxy Resin - 75 to 82
- **YELLOW Pigment** - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) 5 Minimum, Organic Yellow, Epoxy Resin – 73 to 77

The entire pigment composition shall consist of either titanium dioxide or titanium dioxide and organic yellow. No extender pigments are permitted. Yellow pigment shall be lead-free.

The work of these items shall only be performed when atmospheric and surface temperatures are 40°F higher.

All dimensions and spacing shall be as directed by the Engineer.

The measured quantity for Epoxy Paint for 4" Reflectorized Lines will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, materials and incidental costs required to complete the work.

**ITEM 107 PAVEMENT MARKING REMOVAL**

The Work under this section shall conform to the relevant provisions of Section 850.67 of the Standard Specifications and the following. Existing pavement markings shall be removed to the fullest extent possible by an approved method. Pavement removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be approved by the Town. It is not permissible to paint over existing markings with black paint in lieu of removal. Approved methods include but are not limited to:

1. High pressure air.
2. High pressure water (cold weather use not permitted).
4. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes.
Painting over a pavement marking by use of asphaltic liquids or paints will not be permitted. Conflicting pavement markings shall be removed before any change in the traffic pattern. Material deposited on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of sand or other material, which might interfere with drainage or could constitute a hazard to traffic, will not be permitted.

Any damage to the pavement or surfacing caused by pavement marking removal shall be satisfactorily repaired at no additional cost to the Town.

Where the removal operation is being performed near a lane occupied by traffic, a vacuum attachment operating concurrently with the removal operation must be in use. All residues shall be removed immediately from the surface being treated.

The measured quantity will be paid for at the Contract Unit Price per Square Foot which price shall include all labor, equipment, vacuuming, sweeping, hauling, disposing, and incidental costs required to complete the Work.

**ITEM 108 DRAINAGE PIPE CLEANING**

The Work under this item consists of the cleaning of existing drainage pipes. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage pipe cleaning will be paid for at the Contract Unit Price per Day (8 working hours exclusive of travel time) broken down as follows:

* Drainage pipe cleaning performed between 0 and 4 hours will be paid for at half the Contract Unit Price per Day.

* Drainage pipe cleaning performed for a period greater than 4 hours will be paid for at a proportion of the full Contract Unit Price per Day.

The Contract Unit Price per Day shall include all labor, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 109 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and
determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 110 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (W/O DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 111 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 112 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (W/O DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.
Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

ITEM 113 DRAINAGE STRUCTURE ADJUSTED

The Work under this item shall consist of the adjustment of utility castings for overlays and minor reconstruction where said adjustment is no greater than 6 inches (rise or fall) from existing line and grade and shall conform to the relevant provisions of Sections 201, 202, and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage (or sewer) system in the project areas or drainage facilities outside the project area affected by the work performed by the Contractor to provide continual drainage of the travelways and construction areas. All drainage (or sewer) castings required to be raised to accommodate pavement overlays shall be paid for under this item.

When in the judgment of the Engineer, the masonry below the casting shows deterioration and directs the contractor to remodel, the pay item shall be by the vertical foot and the cost per vertical foot as measured from the bottom of the existing casting, shall be paid as described in Item 108 Drainage Structure Rebuilt.

Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of structure frames.

Any castings damaged due to the Contractor's operations shall be replaced with similar H-20 North American made cast iron castings at no cost to the Town.

A structure adjusted more than once by the Contractor, due to his plan of operation, will be paid for only once regardless of how many adjustments are made to the structure.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. No separate payment will be made for the maintenance of the existing drainage (or sewer) system, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

ITEM 114 DRAINAGE STRUCTURE REBUILT

This item applies to the complete rebuilding of an existing structure and includes new masonry construction, backfilling around structures and other incidental work and shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Work shall consist of rebuilding, removing, replacing and adjusting the masonry units and adjusting the castings of existing structures. The casting and deteriorated masonry shall be removed in a neat manner.
THIS PAGE IS TO BE USED AS THE COVER OF YOUR BID
CERTIFICATE OF NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the
best of my knowledge and belief, have complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good
faith and without collusion or fraud with any other person. As used in this certificate, the word
"person" shall mean any natural person, business, partnership, corporation, union, committee, club
or other legal organization, entity or group of individuals.

Company: Sealcoating, Inc. D/B/A indus

Address: 825 Granite Street

                                  Braintree, MA 02184

Signature of Individual Signing
Bid, or Corporate Officer: Richard L. Goodick, Vice President

Telephone Number: (781) 428-3400

Social Security Number
Or Federal Identification Number: 04-3520246

Date: January 22, 2019

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30, 38B.
ATTACHMENT A
MISCELLANEOUS PUBLIC WORKS
BID FORM AND ESTIMATED BID QUANTITIES

Each Town has provided estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and can not be guaranteed. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

BID FORM

BID IDENTIFICATION: MISCELLANEOUS PUBLIC WORKS FOR HIGHWAYS
(UNIT PRICE WORK)

THIS BID IS SUBMITTED TO:
(Name and Address of Owner) Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2019 to March 31, 2020, with the option to renew for one additional one year period and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County’s Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.

3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.

3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced
any person, firm or corporation to refrain from bidding; and BIDDER has not sought by
collusion to obtain for himself any advantage over any other Bidder or over the County.

4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.

5. The following documents are attached to and made a condition of this Bid:

5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in
this Bid. No subcontractors. See attached manufacturer/suppliers list for materials.

6. Communications concerning this Bid shall be addressed to:

   Company Name: Sealcoating, Inc. D/B/A indus  
   Address: 825 Granite Street, Braintree, MA 02184  
   Telephone No.: (781) 428-3400  
   Fax No.: (781) 428-3430  
   E-mail Address: fconroy@sealcoatinginc.com  
   Bidder’s Contact Person: Fran Conroy, Regional Manager

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any
or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based
on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. **It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive
bidders for Bid Items 115 to 122.**

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

10. The undersigned also certifies: that he is able to furnish labor that can work in harmony with all other
elements of labor employed or to be employed in the work; and, that all employees at the worksite will
have successfully completed a course in construction safety and health approved by the United States
Occupational Safety and Health Administration that is at least 10 hours in duration at the time the
employee begins work and who shall furnish documentation of successful completion of said course
with the first certified payroll report for each employee.

**SUBMITTED on January 22nd, 2019.**
March 16, 2018
Prequalification Certificate No S065-46

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

<table>
<thead>
<tr>
<th>Qualified Class of Work</th>
<th>Limit Amount</th>
<th>Qualified Class of Work</th>
<th>Limit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge - Construction</td>
<td>$2,300,000.00</td>
<td>Bridge - Deck Repairs</td>
<td>$8,700,000.00</td>
</tr>
<tr>
<td>Bridge - Joints</td>
<td>$8,200,000.00</td>
<td>Crack Sealing</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Pavement - Milling And Cold Planing</td>
<td>$250,000.00</td>
<td>Pavement - Surfacing</td>
<td>$3,000,000.00</td>
</tr>
</tbody>
</table>

Bonding Capacity $60,000,000.00       Bond Single Limit $20,000,000.00       Expiration Date 2/28/2019

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until February 28, 2019 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (617) 368-8660 or email to prequalr109@state.ma.us.

Very truly yours,
THE PREQUALIFICATION COMMITTEE

By:
Isidoro De Jesus Perez
Acting Director of Construction Prequalification
1. PRODUCT NAME
Neyra Force®

2. MANUFACTURER
Neyra Industries, Inc.
10700 Evendale Drive
Cincinnati, Ohio 45241
Phone: 513-733-1000
Toll-Free: 800-543-7077
Fax: 513-733-3989
Email: info@neyra.com
Website: www.neyra.com

3. PRODUCT DESCRIPTION
Neyra Force is a petroleum resin emulsion specifically formulated as a weather protective, water resistant coating for all asphalt surfaces.

Packaging:
Bulk shipments made in tank trucks.

Color:
In the liquid state, Neyra Force is a reddish brown emulsion. When dry, Neyra Force is a deep black coating.

Basic Uses:
Neyra Force extends the service life and reduces maintenance costs of asphalt pavements, protecting them from the destructive effects of water, sunlight and oxidation. When mixed and applied according to manufacturer's recommendations, Neyra Force provides a new looking, long lasting surface that is easy to clean.

Composition:
Neyra Force is a concentrated, mineral colloid stabilized emulsion fortified with our proprietary blend of high molecular weight polymer and petroleum resins. This binder base is emulsified in our high temperature, high shear, state-of-the art manufacturing process. The superior fusion of the quality raw materials creates a homogeneous coating capable of high sand loads, providing an exceptionally tough, long lasting, skid resistant surface.

Limitations:
In the liquid state, Neyra Force must be protected from freezing. Do not store where temperature exceeds 120°F.

4. INSTALLATION
Preparatory Work:
The asphalt surface must be structurally sound, surface cured and free from all loose or foreign matter prior to the application of Neyra Force.

Methods:
Neyra Force can be applied by spray, squeegee, brush or mechanical equipment designed for this purpose. Due to the heavy body of the Neyra Force slurry mix, application by means of specialized equipment is recommended. This equipment can be of two types, high volume positive displacement airless spray or mechanical squeegee. Both types must be capable of keeping material thoroughly mixed and homogenous throughout the application process. All equipment used must be capable of supplying a sufficient quantity of material for uniform application over the entire width of the application mechanism to provide a uniformly coated surface.

Mix Design:
Neyra Force is a highly concentrated material intended to be to be mixed with water and mineral aggregate to form a ready to use pavement sealer. Do not over dilute.

Use only Neyra additives specifically designed for Neyra Force. Do not use other additives. They are not chemically compatible with Neyra Force and will degrade the emulsion.

<table>
<thead>
<tr>
<th>Per 100 gallons of Neyra Force</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
</tr>
<tr>
<td>30 gal.</td>
</tr>
</tbody>
</table>

All sand used should be clean, dry, pure silica sand, free of contaminants. Medium fine sand with an A.F.S. rating of 50 to 70 gives best results. There should be no more than 2% retained on 30 mesh or coarser, no more than 10% retained on 140 mesh and no more than 0.3% retained on 200 mesh.

Application:
For use over sound asphalt pavement, the following application procedures are recommended for best results:

<table>
<thead>
<tr>
<th>Application Rate per Coat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concentrate</td>
</tr>
<tr>
<td>Mix</td>
</tr>
</tbody>
</table>

One gallon of concentrate will cover 90 square feet per coat. Multiply square yards of surface x 0.1 to determine gallons of concentrate per coat.
Coverage rates can vary with the application method and the age, texture, and porosity of the pavement to be sealed. For low to moderate traffic areas, we recommend applying two full sand slurry coats. For high traffic areas, a third coat is advised. For highly oxidized surfaces, a primer, Polyprime (Product Data Sheet 155) is recommended. Each coat must be dry before additional applications. On a typical parking lot, a combination of application systems could be used. For example, two coats for the parking stalls and a third for the drive lanes where most of the wear occurs.

Application must be made when ambient temperatures and pavement temperatures are above 50°F. Good drying conditions above 50°F are required during the subsequent 8 hours and no temperatures below 50°F should be anticipated for 48 hours. Night time application is not recommended. It is recommended that the area over which the application is made be opened to use only after trial shows it to be sufficiently dried to accept regular traffic. Lower temperatures, high humidity, clouds or shade and lack of air movement slow drying time.

Precautions:
Do not apply Neyra Force over sealers which contain gilsonite. Neyra Force is not recommended for use on portland cement concrete.
Keep out of reach of children. Container should be closed when not in use. Contains petroleum distillates. Avoid breathing vapor or prolonged contact with skin or eyes. Flush immediately with water.
New asphalt should be allowed to cure for a minimum of 30 days prior to application and must not exhibit ribboning, crawling, nor show oil rings when 1 gal. of clean water is poured onto the surface.
Protect wet Neyra Force at all times from freezing and rain.
Consult specific Neyra material safety data sheet before use.

5. MAINTENANCE
As a rule, a clean, well marked parking lot is safer and will last longer. Occasional flushing with water or the use of a contract cleaning service will help to retain an attractive appearance.

6. TECHNICAL DATA
Applicable Standards:
Neyra Force meets the composition and performance standards listed below when tested according to the following ASTM methods:
- D140: Sampling of Bituminous Materials
- D244: Standard Test Methods for Emulsified Asphalts
- D529: Testing of Bituminous Materials
- D2939: Standard Test Methods for Emulsified Bitumens used as Protective Coatings

Drying Time:
When tested according to ASTM D2939, “set to touch” in 1 hour, exhibit “final set” in less than 8 hours.

Non-Flammability:
The cured coating shows no tendency to flash or ignite.

Adhesion & Resistance to Water:
The cured coating exhibits no penetration, blistering, loss of adhesion, nor tendency to re-emulsify after immersion for 24 hours.

Physical Composition:
Neyra Force meets the following requirements when tested according to ASTM D2939:

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Max</th>
<th>Min</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Volatiles %</td>
<td>-</td>
<td>47</td>
</tr>
<tr>
<td>Water %</td>
<td>53</td>
<td>-</td>
</tr>
<tr>
<td>Ash of Non-Volatiles %</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>-</td>
<td>1.1</td>
</tr>
</tbody>
</table>

Environmental Considerations:
Neyra Force is considered non-hazardous when tested according to the EPA’s TCLP (Toxicity Characteristic Leaching Procedure). Neyra Force is a water based material containing less than 10g/L (0.08 lbs/gal.) VOC content.

7. TECHNICAL SERVICES
Material safety data sheets, product and application recommendations, as well as assistance with special situations and field service are available upon request. Special project submittals are available through Customer Service.

8. WARRANTY
The above specifications on product usage are believed to be true and accurate. Neyra Industries, Inc. Guarantees that all materials manufactured comply with quality standards as described in the product data sheets. Because the application, handling, weather, workmanship, and equipment are beyond the control of this manufacturer, only the quality of the products as shipped is guaranteed. In no case will the liability of Neyra Industries, Inc. exceed the purchase price of the shipped materials.

9. ADDITIONAL INFORMATION
Neyra Industries, Inc. manufactures a full line of asphalt pavement maintenance and recreational surface products as well as application equipment sold and distributed nationally at our plants and through distributors and contractors. To find the supplier most convenient to you, please contact us.

Caution: Application of this product in marginal weather conditions or improper mix designs can result in premature wear or product failure.
1. PRODUCT NAME
   Petrobond

2. MANUFACTURER
   Neyra Industries, Inc.
   10700 Evendale Drive
   Cincinnati, Ohio 45241
   Phone: 513-733-1000
   Toll Free: 800-543-7077
   Fax: 513-733-3989
   Email: info@neyra.com
   Website: www.neyra.com

3. PRODUCT DESCRIPTION
   Petrobond is a blend of copolymers and surfactants. It seals oil, gas, grease and chemical stained areas on asphalt pavements.
   Packaging:
   Available in 5 gal. pails.
   Color:
   Petrobond is light gray as a liquid and dries clear.
   Basic Uses:
   Petrobond is an oil spot primer formulated to ensure adhesion of pavement sealer to oil, gas, grease and chemical stained areas on asphalt pavements. It may be used as a primer for new asphalt patches. Petrobond can also be used to de-tack fresh hot applied crack and joint sealant.
   Composition:
   As shipped, Petrobond is a water-based oil spot primer.
   Limitations:
   Do not allow to freeze. Do not store in direct sunlight or where temperature exceeds 120°F.

4. INSTALLATION
   Preparatory Work:
   The areas to be treated must be free of dirt and grime. Scrape away build-up of oil, gas and/or grease deposits before priming.

   Methods:
   Application of Petrobond by spray is recommended. Can also be brushed or rolled.
   Mix Design:
   Use full strength, do not dilute.
   Application:
   The coverage rate will vary depending on the condition of pavement and on the application method. Rough surface will consume more when applied with a roller or brush.
   Precautions:
   Keep out of reach of children. Close container when not in use.

5. MAINTENANCE
   Tools and equipment may be cleaned promptly with water.

6. TECHNICAL DATA
   Environmental Considerations:
   Petrobond is considered non-hazardous when tested according to the EPA’s TCLP (Toxicity Characteristic Leaching Procedure). Petrobond is a water-based material containing less than 50g/L (.42 lbs./gal.) VOC content.

7. TECHNICAL SERVICE
   Material safety data sheets, product and application recommendations, as well as assistance with special situations and field service are available upon request.

8. WARRANTY
   The above specifications on product usage are believed to be true and accurate. Neyra Industries, Inc. guarantees that all materials manufactured comply with quality standards as described in the product data sheets. Because the application, handling, weather, workmanship and equipment are beyond the control of this manufacturer, only the quality of the products as shipped is guaranteed. In no case will the liability of Neyra Industries, Inc. exceed the purchase price of the shipped materials.

9. ADDITIONAL INFORMATION
   Neyra Industries, Inc. manufactures a full line of asphalt pavement maintenance and recreational surface products as well as application equipment sold and distributed nationally at our plants and through distributors. To find the supplier most convenient to you, please contact us.
Polymer & Crumb Rubber Modified Crack Sealing References

Quincy, MA (Customer since 2004)
Department of Public Works
1305 Hancock Street
Quincy, MA 02169
Ph: (617)376-1937
Contact: Paul Costello, City Engineer
Fx: (617)376-1969
Email: pcostello@quincyma.gov
Job #02-18-0280
Start Date: 08/10/2018
Completion Date: 10/19/2018
Contract Amount: $255,673.85

Beverly, MA (Customer since 1997)
Public Services Department
148 Park Street
Beverly, MA 01915
Ph: (978) 605-2358
Contact: Sean Cancarella, Assistant City Engineer
Fx: (978) 921-6003
Email: scancarella@beverlyma.gov
Job #02-18-0138
Start Date: 10/25/2018
Completion Date: 11/09/2018
Contract Amount: $105,075.00

Amherst, MA (Customer since 2017)
Public Works Department
586 South Pleasant St.
Amherst, MA 01002
Ph: (413) 256-4050x12
Contact: Guilford Mooring, Public Works Superintendent
Fx: (413) 256-4054
Email: mooringgg@amherstma.gov
Job #02-18-0056
Start Date: 06/18/2018
Completion Date: 06/29/2018
Contract Amount: $83,767.09

Easton, MA (Customer since 2009)
Department of Public Works
417 Bay Road
South Easton, MA 02375
Ph: (508) 230-0800
Contact: Gregory Swan, Assistant Director of Public Works
Fx: (508) 230-3354
Email: gswan@easton.ma.us
Job #02-18-0050
Start Date: 04/24/2018
Completion Date: 05/15/2018
Contract Amount: $101,356.92

Manchester, NH (Customer since 1998)
Department of Public Works
475 Valley Street
Manchester, NH 03103
Ph: (603) 624-6444
Contact: Todd Connors, Engineering Manager
Fx: (603) 624-6467
Email: tconnors@manchesternh.gov
Job #02-18-0025
Start Date: 08/01/2018
Completion Date: 08/27/2018
Contract Amount: $267,884.42

Torrington, CT (Customer since 2017)
140 Main Street, Room 307
Torrington, CT 06790
Ph: (860) 489-2234
Contact: Mark Zordan, Construction Project Coordinator
Fx: (860) 489-2550
Email: mark_zordan@torringtonct.org
Job #02-18-0045
Start Date: 04/26/2018
Completion Date: 10/22/2018
Contract Amount: $356,803.06
County of Barnstable  
Individual Miscellaneous Public Works Items: Crack Filler  
Bid Due Date: January 24, 2019

The following are the trade names for crack sealant our company intends to use for the modified crack sealer. I have also provided the names of our manufacturers/suppliers.

<table>
<thead>
<tr>
<th>Asphalt Binder:</th>
<th>Modified Asphalt</th>
<th>Manufacturer</th>
<th>171 Brownstone Ave</th>
<th>Portland, CT 06480</th>
<th>Phone: (860) 209-5769</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Tri-Products</td>
<td>All States Materials Group</td>
<td>325 Amherst Rd., Rte. 116</td>
<td>Sunderland, MA 01375</td>
</tr>
</tbody>
</table>

| Polyester Fibers        | 8% Polyester Fibers | Manufacturer | Advanced Fiber Solutions | 403 Powderhorn Road | Laurens, SC 29360 | Phone: (800) 351-5410 |
Random Crack Sealing by Rubberized Method References

Connecticut Department of Transportation (District #2)  
(Customer since 2013)  
171 Salem Turnpike  
Norwich, CT 06360  
Contact: Gary Belina, Administrative Manager  
Ph: (860) 594-3099, Fx: (860) 594-3370  
Email: Gary.Belina@ct.gov  
Job #02-18-0150, Start Date: 9/11/18  
Completion Date: 10/24/18, Contract Amount: $189,551.00

Aggregate Industries; Saugus (Customer since 1998)  
Rubber Joint - Rte. 128 (Yankee Division Highway)  
1715 Broadway  
Saugus, MA 01906  
Ph: (781) 231-3400, Fx: (781) 941-3115  
Contact: Jeffrey Beskid, Superintendent  
Job #01-15-0269, Start Date: 9/7/16  
Completion Date: 11/21/16, Contract Amount: $101,791.25

Pike Industries, Inc./Brewer, ME/Contract #22054 (Customer since 2017)  
95 Western Ave.  
Fairfield, ME 04937  
Ph: (207) 453-9387, Fx: (207) 453-4332  
Contact: Mike Susi, Superintendent  
Job #02-17-0167, Start Date: 6/13/17  
Completion Date: 8/29/17, Contract Amount: $37,350.00

City of Dover, NH (Customer since 2004)  
Department of Public Works  
271 Mast Road  
Dover, NH 03820  
Contact: Joseph Boucher, Supervisor  
Ph: (603) 516-6457, Fx: (603) 516-6463  
Email: j.boucher@dover.nh.gov  
Job #02-18-0230, Start Date: 9/27/16  
Completion Date: 10/06/16, Contract Amount: $32,985.10

MDOT Highway Division (District #1) (Customer since 1998)  
270 Main Street  
Lowell, MA 01854  
Contact: Mike Fabiano  
Ph: (413) 637-5736, Fx: (413) 637-0309  
Email: Michael.fabiano@state.ma.us  
Job #02-17-0248, Start Date: 9/11/17  
Completion Date: 10/13/17, Contract Amount: $267,753.80

City of New Bedford, MA (Customer since 2009)  
Department of Public Works  
133 William Street  
New Bedford, MA 02740  
Contact: Manny Silva, Deputy Commissioner  
Ph: (508) 979-1400, Fx: (508) 979-1735  
Email: mmsilva@newbedford-ma.gov  
Job #02-18-0244, Start Date: 9/28/18  
Completion Date: 10/03/18, Contract Amount: $24,374.28

East Hartford CT Public Schools (Customer since 2017)  
734 Tolland Street.  
East Hartford, CT 06108  
Contact: Eric Krauch, Supervisor of Custodial Services  
Ph: (860) 622-5955, Fx: (860) 288-0492  
Email: krauch.ee@easthartford.org  
Job #02-18-0241, Start Date: 6/8/18  
Completion Date: 6/10/18, Contract Amount: $31,181.15

Town of Kennebunk, ME (Customer since 2018)  
Public Works Department  
1 Summer Street  
Kennebunk, ME 04043  
Contact: Eric Labelle, Public Services Director  
Ph: (207) 985-4811, Fx: (207) 985-1144  
Email: e.labelle@kennebunkmaine.us  
Job #02-17-0102, Start Date: 6/6/17  
Completion Date: 11/20/17, Contract Amount: $99,219.18
CRAFCO INC
AN ENGINEERING COMPANY

420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-638-0242 • (602) 278-0406 • FAX (480) 981-0913
www.crafcocom

PRODUCT DATA SHEET
ROADSAVER 201

PART NO. 54291
JANUARY 2008

READ BEFORE USING THIS PRODUCT

GENERAL Crafo RoadSaver 201 is a hot-applied, asphalt based product used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate to cold climates. RoadSaver 201 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. RoadSaver 201 is used in highway, street and airfield pavements and is applied to pavement cracks and joints using pressure feed meter applicators or pour pots. The unique formulation of RoadSaver 201 contains a minimum of 18% recycled rubber by weight of asphaltic components, which increases application temperature viscosity. RoadSaver 201 has been a quality Crafo product for 25 years. During this time RoadSaver 201 has become a preferred product by many users for scaling asphalt pavement cracks due to the increased viscosity and improved shank and flow resistance when applied. VOC = 0 g/l.

USAGE GUIDELINES RoadSaver 201 pavement temperature performance limits are 64-28 for crack sealing and 64-34 for crack filling. Usage recommendations are shown in the Crafo pavement temperature grade charts shown at the right. Refer to Crafo Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

SPECIFICATION CONFORMANCE RoadSaver 201 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). RoadSaver 201 exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

<table>
<thead>
<tr>
<th>Test</th>
<th>Type II Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cone Penetration, 77°F (25°C)</td>
<td>90 max.</td>
</tr>
<tr>
<td>Resilience, 77°F (25°C)</td>
<td>60% min</td>
</tr>
<tr>
<td>Flow, 140°F (60°C)</td>
<td>3mm max.</td>
</tr>
<tr>
<td>Softening Point</td>
<td>170°F (80°C) min.</td>
</tr>
<tr>
<td>Bond, -20°F, 50% ext.</td>
<td>Pass 3 cycles</td>
</tr>
<tr>
<td>Asphalt Compatibility</td>
<td>Compatible</td>
</tr>
<tr>
<td>Minimum Application Temperature</td>
<td>380°F (193°C)</td>
</tr>
<tr>
<td>Maximum Hitting Temperature</td>
<td>400°F (204°C)</td>
</tr>
</tbody>
</table>

INSTALLATION The unit weight of Crafo RoadSaver 201 is 9.3 lbs. per gallon (1.12 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,800 lbs. (1310kg). pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes are taped closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafo shall not be responsible for improperly applied or misused products. Remedies against Crafo, Inc., as agreed to by Crafo, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafo, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafo, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafo recommendations for product installation.

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SAFETY DATA SHEET

1. Identification

Product Identifier: Crofco Roadsealer, Polyflex, Parking Lot, Asphalt Rubber, DF, Superflex, Matrix Binder, Loop Detector, Pavement Joint Adhesive, Polyfiber, Fiber Asphalt, Marker Adhesive, Quikset, Asphalt Adhesive, PCF 100, High Slope, QWIKSEAL, QWIRDOT

Other means of identification: Not available.

Recommended use: Pavement Crack and Joint Sealing and Preservation

Recommended restrictions: None known.

Manufacturer/Importer/Supplier/Distributor Information

Manufacturer

Manufacturer: Crofco, Inc.
Address: 420 North Roosevelt Avenue
Chandler, AZ 85226 USA

Contact Name: Jim Chekovits
Telephone: 602-276-0406
E-mail: jim.chekovits@croftco.com
CEN TREC: 800-424-9300

2. Hazard(s) Identification

Physical hazards: Not classified.

Health hazards: Not classified.

Environmental hazards: Not classified.

OSHA defined hazards: Not classified.

*Hazards not stated here are "not classified", "not applicable" or "classification not possible".

Label elements

Hazard symbol: None.

Signal word: Not applicable.

Hazard statement: Not applicable.

Prevention: Not applicable.

Response: Specific treatment see Section 4 of this SDS.

Storage: Not applicable.

Disposal: Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (NIHC): None known.

Supplemental Information: None.

3. Composition/Information on Ingredients

Mixtures

<table>
<thead>
<tr>
<th>Chemical name</th>
<th>Common name and synonyms</th>
<th>CAS number</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASPHALT</td>
<td></td>
<td>8052-42-4</td>
<td>20 - 100</td>
</tr>
<tr>
<td>DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC</td>
<td></td>
<td>64744-52-5</td>
<td>0 - 40</td>
</tr>
</tbody>
</table>

Other components below reportable levels 0 - 75

Composition comments: * All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation: If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if needed. Call a physician if symptoms develop or persist.

Skin contact: In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.
Eye contact: Immediately flush eyes with plenty of water for at least 15 minutes. If a contact lens is present, DO NOT delay irrigation or attempt to remove the lens. Get medical attention if irritation develops and persists.

Ingestion: Rinse mouth. Do not induce vomiting. Do not use mouth-to-mouth method if victim ingested the substance. Call a POISON CENTER or doctor/physician if you feel unwell.

Most important symptoms/effects, acute and delayed: Not available.

Indication of immediate medical attention and special treatment needed: In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.

General information: If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

5. Fire-fighting measures

Suitable extinguishing media: Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.

Unsuitable extinguishing media: Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical: Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapors possible in the event of a fire. The following may develop: Acrolein.

Special protective equipment and precautions for firefighters: Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self-contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.

Fire-fighting equipment/instructions: In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (COx, NOx). Keep run-off water out of sewers and water sources. Dilute for water control.

Specific methods: In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures: Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.

Methods and materials for containment and cleaning up: ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Dike far ahead of spill for later disposal. Following product recovery, flush area with water.

Environmental precautions: Never return spills in original containers for re-use.

7. Handling and storage

Precautions for safe handling: The product is non-combustible. If heated, irritating vapors may be formed. Do not use in areas without adequate ventilation. Wash hands thoroughly after handling. Wash hands after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities: Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Store in a closed container away from incompatible materials. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

<table>
<thead>
<tr>
<th>Component</th>
<th>Type</th>
<th>Value</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTILLATES (PETROLEUM)</td>
<td>PEL</td>
<td>5 mg/m³</td>
<td>Mist</td>
</tr>
<tr>
<td>HYDROTREATED HEAVY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAPHTHENIC (CAS 64742-52-5)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Material name: Crafco Roadsealer, Polyllex, Parking Lot, Asphalt Rubber, DF, Superllex, Matrix Binder, Loop Detector, Pavement  US
4988 Version #: 07 Revision date: 09-24-2014 Issue date: 11-25-2013
US. ACGIH Threshold Limit Values
Components | Type | Value | Form
--- | --- | --- | ---
ASPHALT (CAS 8052-42-4) | TWA | 0.5 mg/m³ | Inhalable fraction.
US. NIOSH: Pocket Guide to Chemical Hazards
Components | Type | Value | Form
--- | --- | --- | ---
ASPHALT (CAS 8052-42-4) | Ceiling | 5 mg/m³ | Fume.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5) | STEL | 10 mg/m³ | Mist.

Biological limit values
No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls
Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Ensure adequate ventilation, especially in confined areas.

Individual protection measures, such as personal protective equipment
Eye/face protection
Wear safety glasses; chemical goggles (if splashing is possible). Wear chemical goggles; face shield (if handling molten material).

Hand protection
Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Other
Wear suitable protective clothing and eye/face protection. Use of an impervious apron is recommended.

Skin protection
Respiratory protection
When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

Thermal hazards
During product use, there is a risk of thermal burns.

General hygiene considerations
When using do not smoke. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties
Appearance
Solid.

Physical state
Solid.

Form
Solid.

Color
Black, Dark Brown

Odor
Product is a black, semi-solid with a burnt tar odor.

Odor threshold
Not available.

pH
Not available.

Melting point/freezing point
150 - 250 °F (65.56 - 121.11 °C) ASTM D36 Softening Point

Initial boiling point and boiling range
> 800 °F (> 426.67 °C)

Flash point
> 400 °F (> 204.4 °C)

Evaporation rate
Not available.

Flammability (solid, gas)
Not available.

Upper/lower flammability or explosive limits
Flammability limit - lower (%)
Not available.

Flammability limit - upper (%)
Not available.

 Explosive limit - lower (%)
Not available.

Explosive limit - upper (%)
Not available.

Vapor pressure
Not available.

Vapor density
Not available.

Relative density
Not available.
Solubility (les)
Solubility (water) Not available.
Partition coefficient (n-octanol/water) Not available.
Auto-ignition temperature > 700 °F (> 371.11 °C)
Decomposition temperature Not available.
Viscosity Not available.
Other Information
Density Not Available
Percent volatile 0 %
Specific gravity 1 - 1.9

10. Stability and reactivity
Reactivity Not available.
Chemical stability Material is stable under normal conditions.
Possibility of hazardous reactions Hazardous polymerization does not occur.
Conditions to avoid Strong oxidizing agents.
Incompatible materials Incompatible with oxidizing agents.
Hazardous decomposition products Upon decomposition, product emits acid dense smoke with carbon dioxide, carbon monoxide, trace oxides of nitrogen and sulfur, and water.

11. Toxicological information
Information on likely routes of exposure
Inhalation May cause discomfort if swallowed. However, ingestion is not likely to be a primary route of occupational exposure.
Inhalation May cause irritation to the respiratory system.
Skin contact Irritating to skin.
Eye contact Causes eye irritation. Molten material will produce thermal burns.
Symptoms related to the physical, chemical and toxicological characteristics Not available.

Information on toxicological effects
Acute toxicity Not available.
Skin corrosion/irritation Defats the skin. Causes irritation.
Serious eye damage/eye irritation Irritating to eyes.
Respiratory or skin sensitization
Respiratory sensitization Not available.
Skin sensitization Irritating to skin.
Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity
ASPHALT (CAS 8052-42-4) 2B Possibly carcinogenic to humans.
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
Not listed.
Reproductive toxicity Contains no ingredient listed as toxic to reproduction
Specific target organ toxicity - single exposure Not available.
Specific target organ toxicity - repeated exposure Not available.
Aspiration hazard Not available.
Chronic effects Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).
12. Ecological information

Ecotoxicity  This product has no known eco-toxicological effects. Not expected to be harmful to aquatic organisms.

Persistence and degradability  Not available.

Bioaccumulative potential  Not available.

Mobility in soil  Not available.

Other adverse effects  Not available.

13. Disposal considerations

Disposal instructions  Dispose of contents/container in accordance with local/regional/national/international regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.

Hazardous waste code  Not applicable.

Waste from residues / unused products  Dispose of in accordance with local regulations.

Contaminated packaging  Offer rinsed packaging material to local recycling facilities.

14. Transport Information

DOT  Not regulated as dangerous goods.

IATA  Not regulated as dangerous goods.

IMDG  Not regulated as dangerous goods.

Transport in bulk according to  Not available.

Annex II of MARPOL 73/78 and the IBC Code  Further Information  If the product is shipped at ambient temperature, not regulated for transport by ground, air or vessel. If shipped above 212 deg F: "UN3257, Elevated Temperature Liquid, n.o.s. (Asphalt mixture), 9, PG III"

15. Regulatory Information

US federal regulations  All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)  Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)  ASPHALT (CAS 8052-42-4)  Listed.


Superfund Amendments and Reauthorization Act of 1986 (SARA)  Hazard categories  Immediate Hazard - No

          Delayed Hazard - No

          Fire Hazard - No

          Pressure Hazard - No

          Reactivity Hazard - No

SARA 302 Extremely hazardous substance  Not listed.

SARA 311/312  No

Hazardous chemical

SARA 313 (TRI reporting)  Not regulated.

Other federal regulations  Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List  Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)  Not regulated.

Safe Drinking Water Act (SDWIA)  Not regulated.

US state regulations  WARNING: This product contains a chemical known to the State of California to cause cancer.

Material name: Crofco Roadsealer, Polyflex, Parking Lot, Asphalt Rubber, DF, Superflex, Matrix Binder, Loop Detector, Pavemen

4988 Version #: 07 Revision date: 09-24-2014 Issue date: 11-25-2013 SDS US 5 / 6
### US, Massachusetts RTK - Substance List
- ASPHALT (CAS 8052-42-4)
- DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)

### US, New Jersey Worker and Community Right-to-Know Act
Not regulated.

### US, Pennsylvania RTK - Hazardous Substances
- ASPHALT (CAS 8052-42-4)

### US, Rhode Island RTK
Not regulated.

### US, California Proposition 65

#### US - California Proposition 65 - CIRI: Listed data/Carcinogenic substance
- ASPHALT (CAS 8052-42-4)
  - Listed: January 1, 1990

<table>
<thead>
<tr>
<th>International Inventorysts</th>
<th>Inventory name</th>
<th>On Inventory (yes/no)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia</td>
<td>Australian Inventory of Chemical Substances (AICS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canada</td>
<td>Domestic Substances List (DSL)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canada</td>
<td>Non-Domestic Substances List (NDSL)</td>
<td>No</td>
</tr>
<tr>
<td>China</td>
<td>Inventory of Existing Chemical Substances in China (IECSU)</td>
<td>Yes</td>
</tr>
<tr>
<td>Europe</td>
<td>European Inventory of Existing Commercial Chemical Substances (EINECS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Europe</td>
<td>European List of Notified Chemical Substances (ELINCS)</td>
<td>No</td>
</tr>
<tr>
<td>Japan</td>
<td>Inventory of Existing and New Chemical Substances (ENCS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Korea</td>
<td>Existing Chemicals List (ECL)</td>
<td>Yes</td>
</tr>
<tr>
<td>New Zealand</td>
<td>New Zealand Inventory</td>
<td>Yes</td>
</tr>
<tr>
<td>Philippines</td>
<td>Philippine Inventory of Chemicals and Chemical Substances (PICCS)</td>
<td>Yes</td>
</tr>
<tr>
<td>United States &amp; Puerto Rico</td>
<td>Toxic Substances Control Act (TSCA) Inventory</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*"A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s).
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).*

### 16. Other information, including data of preparation or last revision
- Issue date: 11-25-2013
- Revision date: 09-24-2014
- Version #: 07
- Further Information: NMIS® is a registered trade and service mark of the NFPA.
- References:
  - ACGIH
  - EPA: AQUIRE database
  - US. IARC Monographs on Occupational Exposures to Chemical Agents
  - HSD® – Hazardous Substances Data Bank
  - IARC Monographs, Overall Evaluation of Carcinogenicity
  - National Toxicology Program (NTP) Report on Carcinogens
  - ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices
- Disclaimer: The information in this sheet was written based on the best knowledge and experience currently available. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.
- Revision Information: Physical & Chemical Properties: Multiple Properties
An Individual

By ____________________________________________ (SEAL)

(Individual's Name and Signature)

doing business as __________________________________________

Business address: __________________________________________

__________________________________________________________

Phone No.: ________________________________________________

By ____________________________________________ (SEAL)

(Firm Name)

__________________________________________________________

(General Partner Name and Signature)

Business address: __________________________________________

__________________________________________________________

Phone No.: ________________________________________________
A Corporation

By ____________________________

(Corporation Name)

Massachusetts

(State of Incorporation)

By ____________________________

(Name of person authorized to sign and Signature)
Richard L. Goodick, Vice President

(Corporate Seal)

Attest ____________________________

(Secretary) April Durant

Business address: 825 Granite Street

Braintree, MA 02184

Phone No.: (781) 428-3400

A Joint Venture

By ____________________________

(Name and Signature)

(Address)

By ____________________________

(Name and Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)
BID FORM
MISCELLANEOUS PUBLIC WORKS
(UNIT PRICE WORK)

State the unit bid price (written in words and in numerals) for each Town listed. See Attachment A for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Price Adjustments: The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Steel adjustment shall apply to all items containing steel. No other adjustments will made to the remaining bid items.

The Steel price adjustment shall be based on the difference between the respective prices at the time of the bid (base bid price) and the prices on the date the work is performed. The Steel base bid price shall be the prices posted on the MassDOT Website for the month of December, 2018.

Two Lowest Bidders: It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Bid Items 115 to 122. When needing work completed for each of these items, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or cannot begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

MassDOT Prequalification: Items highlighted and noted with an asterisk require vendors to be prequalified by MassDOT.
### ATTACHMENT A
**MISCELLANEOUS PUBLIC WORKS BID**
**BID FORM AND ESTIMATED QUANTITIES**

<table>
<thead>
<tr>
<th>Item 100</th>
<th>Estimated Quantity</th>
<th>Chlorinated Rubber Paint and Beads for 4&quot; Reflectorized Lines</th>
<th>Per LF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town</td>
<td></td>
<td><strong>Unit Bid Price in Words</strong></td>
<td>In Numerals</td>
</tr>
<tr>
<td>Barnstable</td>
<td>2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bourne</td>
<td>200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brewster</td>
<td>600,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dennis</td>
<td>300,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harwich</td>
<td>1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orleans</td>
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## ATTACHMENT A
### MISCELLANEOUS PUBLIC WORKS BID
#### BID FORM AND ESTIMATED QUANTITIES

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*Unit Bid Price in Words In Numerals*
## ATTACHMENT A

**MISCELLANEOUS PUBLIC WORKS BID**

**BID FORM AND ESTIMATED QUANTITIES**

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**Unit Bid Price in Words**

**In Numerals**

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**Unit Bid Price in Words**

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BF-9
## ATTACHMENT A
### MISCELLANEOUS PUBLIC WORKS BID
#### BID FORM AND ESTIMATED QUANTITIES

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## ATTACHMENT A
### MISCELLANEOUS PUBLIC WORKS BID
#### BID FORM AND ESTIMATED QUANTITIES

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RF-12
# ATTACHMENT A
## MISCELLANEOUS PUBLIC WORKS BID
### BID FORM AND ESTIMATED QUANTITIES

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<td>$2.67/SY</td>
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<tr>
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</tr>
<tr>
<td>Yarmouth</td>
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<td>$2.61/SY</td>
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</tbody>
</table>
**ATTACHMENT A**

**MISCELLANEOUS PUBLIC WORKS BID**

**BID FORM AND ESTIMATED QUANTITIES**

<table>
<thead>
<tr>
<th>Item 124</th>
<th>Estimated Quantity</th>
<th>Pave Shield Pavement Sealing (Under 1500 Square Yards)</th>
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<tbody>
<tr>
<td>Town</td>
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<td><strong>Unit Bid Price in Words</strong></td>
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<tr>
<td></td>
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<td><strong>In Numerals</strong></td>
</tr>
<tr>
<td>Barnstable</td>
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<td>Six Dollars and Eleven Cents per Square Yard</td>
</tr>
<tr>
<td></td>
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<td>$8.11/ SY</td>
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<tr>
<td>Bourne</td>
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<th>Item 125</th>
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<th>Modified Asphalt-Fiber Crackfiller</th>
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<td></td>
<td></td>
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<td>Wellfleet</td>
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<td>$18.34/ Gal</td>
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</tbody>
</table>
# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**: 2/13/2019

**NAME**

**Producer**
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell, MA 02061

**Insured**
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree, MA 02184

**Contact**
Clare Downey

**Email**
CDowney@easterninsurance.com

**Insurer A**
Phoenix Insurance Co.
25623

**Insurer B**
Travelers Indemnity Co
25658

**Insurer C**
Travelers Indemnity of CT
25682

**Coverage**

**Certificate Number: 19-20 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.**

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<th>Policy Exp (MM/DD/YYYY)</th>
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<td>CO-78002838</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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</tbody>
</table>

**Description of Operations / Locations / Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required):**


**Certificate Holder:**

Town of Barnstable
Department of Public Works
382 Falmouth Rd
Hyannis, MA 02601

**Cancellation:**

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

**Authorized Representative:**

John Koegel/MPOLAN

**ACORD 25 (2010/05)**

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The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell MA 02061

**INSURED**
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree MA 02184

**COVERAGES**

<table>
<thead>
<tr>
<th>LIABILITY</th>
<th>TYPE OF INSURANCE</th>
<th>INSUR. W/O</th>
<th>POLICY NUMBER</th>
<th>POLICY EFP (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>PRODUCTS - COMPOD AGG</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>EACH OCCURRENCE</td>
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<td>AGGREGATE</td>
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<td>E.L DISEASE - EA EMPLOYEE</td>
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<td>E.L DISEASE - POLICY LIMIT</td>
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</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: BCC Individual Misc. Public Works Items; Faversham, PCRM & Rubber Crack Sealing 2019. Town of Bourne is included as an additional insured for General Liability if required by written contract.

**CERTIFICATE HOLDER**

Town of Bourne
Department of Public Works
35 Ernest Valeri Road
Bourne MA 02532

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

John Koegal/MPOLAN

ACORD 25 (2010/05)
INS025 (201005) 01

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The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2019

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

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

PRODUCER
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell MA 02061

INSURED
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree MA 02184

CONTACT NAME: Clare Downey
PHONE: 617-200-1262
FAX: 617-200-1268
EMAIL: CDowney@easterninsurance.com

INSURER A: Phoenix Insurance Co. 25623
INSURER B: Travelers Indemnity Co. 25658
INSURER C: Travelers Indemnity of CT 25682

COVERAGES
CERTIFICATE NUMBER: 19-20 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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>1/1/2020</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>UMBRELLA LIABILITY</td>
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<td></td>
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<td>E.L. DISEASE - EA EMPLOYEES: $1,000,000</td>
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</tbody>
</table>

CERTIFICATE HOLDER:
Town of Brewer
Department of Public Works
201 Run Hill Road
Brewster, MA 02361

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

AUTHORIZED REPRESENTATIVE
John Koegel/AFOLAN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):
RE: BCC Individual Misc. Public Works Items; Paveshield, PCRM & Rubber Crack Sealing 2019. Town of Brewster MA is included as an additional insured for General Liability if required by written contract.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2019

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PRODUCER
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell MA 02061

CONTACT NAME: Clare Downey
PHONE: (AL Rt: Ext:)
FAX: (AL: Ext:)
E-MAIL: CDowney@easterninsurance.com
INSURER A: Phoenix Insurance Co.
INSURER B: Travelers Indemnity Co
INSURER C: Travelers Indemnity of CT
INSURER D:
INSURER E:
INSURER F:

SEALCOATING INC D/B/A indus
825 Granite Street
Braintree MA 02184

INSURED

COVERAGES CERTIFICATE NUMBER: 19-20 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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBINSURER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
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<td></td>
<td>OCCUR</td>
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</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYEER LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: BCC Individual Misc. Public Works Items; Paveshield, PCRM & Rubber Crack Sealing 2019. Town of Chatham, MA is included as an additional insured for General Liability if required by written contract.

CERTIFICATE HOLDER

Town of Chatham
Department of Public Works
221 Crowell Rd
Chatham, MA 02633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Koegel/MFOLAN

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

Eastern Insurance Group LLC
77 Accord Park Drive
Norwell MA 02061

UNIT B1
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree MA 02184

CONTACT
NAME: Clare Downey
PHONE: (617) 961-5673
FAX:
EMAIL: CDowney@easterninsurance.com

INSURED
INSURER AFFORDING COVERAGE: Phoenix Insurance Co.
INSCR. #: 25623

INSCR. D:
INSCR. E:

COVERAGES CERTIFICATE NUMBER: 19-20 Master

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 PAYMENTS CLAIMS.

<table>
<thead>
<tr>
<th>LINE</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSUR DWD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
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<td></td>
<td>CO-76002838</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE 1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>DAMAGE TO TENDED PREMISES (Fires, etc.) 300,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) 10,000</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE 2,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOS/AGG 2,000,000</td>
</tr>
</tbody>
</table>

| A    | AUTOMOBILE LIABILITY |                | 810-76002838   | 1/1/2019                 | 1/1/2020                 | COMBINED SINGLE LIMIT (Per person) 1,000,000 |
|      | ALL OWNED AUTO SCHEDULED AUTO NON-OWNED AUTO | | | | | | |
|      | UMBRELLA LIABILITY |                | X OCCUR | CLAIMS-MADE | | EACH OCCURRENCE 10,000,000 |
|      | EXCESS LIABILITY |                |               |               | | AGGREGATE 10,000,000 |
| C    | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | DB-92951598   | 1/1/2019                 | 1/1/2020                 | E.L. EACH ACCIDENT 1,000,000 |
|      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | (All States) | | | E.L. DISEASE - EA EMPLOYEE 1,000,000 |
|      | DESCRIBED OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT 1,000,000 |
|      | LEASED/RENTED EQUIPMENT | | 860-9206725A   | 1/1/2019                 | 1/1/2020                 | $500,000/500,000/1,000,000 |
|      | PHYS DILENCE AUTO | | 810-76002838   | 1/1/2019                 | 1/1/2020                 | $165,000/165,000/1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule. If more space is required)
RE: BCC Individual Misc. Public Works Items; Paveshield, PCRM & Rubber Crack Sealing 2019. Town of Dennis is included as an additional insured if required by written contract.

CERTIFICATE HOLDER

Town of Dennis
Highway Department
120 Theophilus F Smith Rd
South Dennis, MA 02660

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Koegal/MPOLAN

ACORD 25 (2010/05)

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## Certificate of Liability Insurance

**Producer:** Eastern Insurance Group LLC
- **Contact Name:** Clare Downey
- **Address:** 77 Accord Park Drive, Unit B1, Norwell, MA 02061

**Insured:** SEALCOATING INC D/B/A indus
- **Address:** 825 Granite Street, Braintree, MA 02184

---

**Coverages:**

**Type of Insurance:** General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

### General Liability
- **Limit:** $1,000,000
- **Policy Number:** CD-78002838

### Automobile Liability
- **Limit:** $1,000,000
- **Policy Number:** 810-78002838

### Workers' Compensation and Employer's Liability
- **Limit:** $1,000,000
- **Policy Number:** JB-J9351598

---

**Description of Operations / Locations / Vehicles:**

- **BCC Individual Misc. Public Works Items; Paveshield, FCAM & Rubber Crack Sealing 2019.**
- **Town of Harwich MA is included as an additional insured for General Liability if required by written contract.**

---

**Certificate Holder:**

- **Name:** Town of Harwich
- **Address:** Department of Public Works, 732 Main Street, Harwich, MA 02645

**Cancellation:**

- **Notice:** 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:** John Koegel/MPOLAN

---

**ACORD 26 (2010/05)**

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**INS025 (2010/05) 01**

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# Certificate of Liability Insurance

**Date**: 2/13/2019

### PRODUCER
**Name**: Eastern Insurance Group LLC
**Address**: 77 Accord Park Drive
**City**: Norwell, MA 02061

### INSURED
**Name**: SEALCOATING INC D/B/A indus
**Address**: 825 Granite Street
**City**: Braintree, MA 02184

### COVERAGE
**Certificate Number**: 19-20 Master

**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.**

<table>
<thead>
<tr>
<th>INSURED LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT DATE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CO-7H002838</td>
<td>1/1/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex. occurrence) $300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPROP AGG $2,000,000</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>CUP-0J295132</td>
<td>1/1/2019</td>
<td>EACH OCCURRENCE $10,000,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $10,000,000</td>
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</table>

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
**YIN**: N/A

<table>
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<tr>
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<th>POLICY NUMBER</th>
<th>POLICY EFFECT DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>C</td>
<td>General Liability</td>
<td>09-3H3955158 (All States)</td>
<td>1/1/2019</td>
<td>EACH ACCIDENT $1,000,000</td>
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<td></td>
<td>DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
No additional information provided.

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

**AUTHORIZED REPRESENTATIVE**

**John Koegel/MPOLAN**

---

**ACORD 25 (2010/05)**

**INS025 (201005) 01**

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CERTIFICATE OF LIABILITY INSURANCE

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**Producers**

Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell, MA 02061

**Contact Person:** Clare Downey

**Address:** CDowney@easerninsurance.com

**Inurers Affording Coverage:**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phoenix Insurance Co.</td>
<td>25623</td>
</tr>
<tr>
<td>Travelers Indemnity Co</td>
<td>25658</td>
</tr>
<tr>
<td>Travelers Indemnity of CT</td>
<td>25662</td>
</tr>
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**Coverages**

<table>
<thead>
<tr>
<th>Cert Number</th>
<th>Policy Coverage</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>19-20 Master</td>
<td>General Liability</td>
<td>CO-77B002838</td>
<td>1/1/2019 - 1/1/2020</td>
<td>$1,000,000</td>
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<td>Umbrella Liability</td>
<td>CUP-02J295132</td>
<td>1/1/2019 - 1/1/2020</td>
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</table>

**Workers Compensation and Employers Liability**

<table>
<thead>
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<th>Insurer</th>
<th>Policy No</th>
<th>Effective Date</th>
<th>Limit</th>
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<td>UB-02J951598 (All States)</td>
<td>1/1/2019 - 1/1/2020</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Additional Insureds**

1. Travelers Indemnity Co
2. Travelers Indemnity of CT

**Description of Operations / Locations / Vehicles**

RE: BCC Individual Misc. Public Works Items; Pavenleigh, FCMA & Rubber Crack Sealing 2019. Town of Provincetown is included as an additional insured for General Liability if required by written contract.

**Certificate Holder**

Town of Provincetown
DPW Department
26 Alden Street
Provincetown, MA 02657

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

John Koegel/MFOLAN

ACORD 25 (2010/05)

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PRODUCER
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell MA 02061

INSURED
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree MA 02184

CONTACT NAME: Clare Downey
PHONE: (781) 659-9000
EMAIL: CDowney@easterinsurance.com

INSCRIBER(S) AFFORDING COVERAGE
INSURER A: Phoenix Insurance Co. 25623
INSURER B: Travelers Indemnity Co 25658
INSURER C: Travelers Indemnity of CT 25682
INSURER D:
INSURER E:
INSURER F:

CERTIFICATE NUMBER: 19-20 Master
REVISION NUMBER:

COVERAGE:

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY (Claims-Made Occur)
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- LEASED/RENTED EQUIPMENT
- PHYSICAL DAMAGE

POLICY NUMBER:

- EACH OCCURRENCE
- GENERAL LIABILITY
- MEDICAL EX
- PERSONAL & ADJURY
- GENERAL INJURY
- PRODUCTS COMPLIANCE
- EACH OCCURRENCE
- EACH OCCURRENCE
- EACH OCCURRENCE
- EACH OCCURRENCE
- EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):

RE: BCC Individual Misc. Public Works Items; Paveshield, PCR & Rubber Crack Sealing 2019. Town of Sandwich MA is included as an additional insured for General Liability if required by written contract.

CERTIFICATE HOLDER

Town of Sandwich
Department of Public Works
732 Main St
Sandwich, MA 02563

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Koegel/MAOLAN

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PRODUCER
Eastern Insurance Group LLC
77 Accord Park Drive
Norwell, MA 02061

INSURED
825 Granite Street
Braintree, MA 02184

INSCRIBER(A) AFFORDING COVERAGE
Inscr/No: Phoenix Insurance Co. 25623

INSCRIBER(B) AFFORDING COVERAGE
Inscr/No: Travelers Indemnity Co. 25658

INSCRIBER(C) AFFORDING COVERAGE
Inscr/No: Travelers Indemnity of CT 25682

INSCRIBER D:

INSCRIBER E:

INSCRIBER F:

COVERAGES
CERTIFICATE NUMBER: 19-20 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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBS.</th>
<th>WTD.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>POLICY EXP. (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
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<td></td>
<td></td>
<td>1/1/2019</td>
<td>1/1/2020</td>
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<tr>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
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<td>910-78002838</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
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<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td>X UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>CUP-0J295132</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>$10,000,000</td>
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<tr>
<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
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<td>$10,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td>(Mandatory in NH)</td>
<td>NJ-5J952059</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</td>
<td>(All States)</td>
<td></td>
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<td></td>
<td>PHYS DAM HIRE AUTO</td>
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<td>810-78002838</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>$185,000/$1,000,000 Ded ConvCol</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: BCC Individual Misc. Public Works Items; Pavesheild, PCRM & Rubber Crack Sealing 2019. Town of Wellfleet MA is included as an additional insured for General Liability if required by written contract.

CERTIFICATE HOLDER
Town of Wellfleet
Department of Public Works
220 West Main Street
Wellfleet, MA 02667

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Koegel/MFOLAN

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Eastern Insurance Group LLC
77 Accord Park Drive
Unit B1
Norwell, MA 02061

INSURED
SEALCOATING INC D/B/A indus
825 Granite Street
Braintree, MA 02184

CONTACT NAME: Clare Downey
PHONE: 
FAX: 
EMAIL: CDowney@easterninsurance.com

INSCRIBER AFFORDING COVERAGE
INSCRIBER A: Phoenix Insurance Co. 25623
INSCRIBER B: Travelers Indemnity Co. 25658
INSCRIBER C: Travelers Indemnity of CT 25682

COVERAGES
CERTIFICATE NUMBER: 19-20 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.

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<tr>
<th>RISK</th>
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<th>TYPE OF INSURANCE</th>
<th>ADDR/INSR W/WD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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</tbody>
</table>

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CERTIFICATE HOLDER
Town of Yarmouth
Highway Department
507 Buck Island Rd
West Yarmouth, MA 02677

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

AUTHORIZED REPRESENTATIVE
John Koegel/MPOLAN