

**SECTION 00300**  
**BID FORM**  
(EJCDC Form C-410, Modified)

**PROJECT IDENTIFICATION:** Mill Pond Removal and Oyster River Restoration

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Durham Public Works  
100 Stone Quarry Drive  
Durham, NH 03824

A. Please note that the Bid Form is to be delivered to the Durham Public Works at 100 Stone Quarry Drive in Durham, NH at the time and location noted in Section 00030 – Advertisement for Bids, Article 1.01 Bid Due Date.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 75 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/2/25</u>
<u>2</u>	<u>6/9/25</u>
<u>3</u>	<u>6/16/25</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The payment items listed herein and in the Form of General Bid are intended to provide full payment for the Work shown on the Contract Drawings and specified herein. Any work called for or inferred in the Contract Documents but not listed as a payment item shall be considered incidental to the overall project, which includes mobilization and demobilization of any equipment and materials, dust control, and any equipment and temporary controls. To the extent that there is no Pay Item for an item that is detailed in the Construction Plans and Specifications, the Bidder shall notify the Engineer, and shall not hold the Owner or Engineer responsible. The Bidder shall include all costs required to perform the full nature of work within the Final Bid Price. Not including an item within the Final Bid Price will not be justification for a change in Contract Price.
- J. It is the intent of these Specifications to provide a finished product as shown on the Construction Documents and specified herein.
- K. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.
- L. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- M. The Contractor shall not be compensated for costs incurred due to weather conditions.

## **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Basis of Bid.

## **ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the prices listed in the Bid Form. It is the intent of these Bid Items to describe a fully complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided whether or not specifically called for at no additional cost to the Engineer or Owner.

## **ARTICLE 6 – BASIS OF AWARD**

6.01 The Contract will be awarded based on lowest Total Bid Price dependent on available funding for the project. The Contract will be awarded based on the lowest Total Bid Price of one of two scenarios, as outlined below. The two scenarios which will be evaluated are as follows:

- A. Scenario 1: Total of All Base Bid Items + Additive Bid Item (Second Mobilization and Adaptive Management)
- B. Scenario 2: Total of All Base Bid Items (only)

The order of preference of Scenarios for the basis of award is Scenario 1 followed by Scenario 2. The Bid Recipient will award the Contract to the lowest Bidder of the highest preferred scenario that is within the available funding of the project.

## **ARTICLE 7 – TIME OF COMPLETION**

7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2026 or within the Contract Times.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within contract times.

## **ARTICLE 8 – ATTACHMENTS TO THIS BID**

8.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such licenser within the time for acceptance of Bids
- D. Anticipated project schedule consistent with Section 00030 Advertisement for Bids that indicates the times for starting and completing the various stages of the Work, including any Milestones specified in the Contract. Schedule must include initial mobilization, dam draw down, initial dam breach, dam removal, Mill Pond Road closure, and commencement of river channel restoration, and any critical path items identified by the contractor.

## **ARTICLE 9 – DEFINED TERMS**

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 10 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

T Ford Company

By:

*[Signature]*

William Peach

*[Printed Name]*

William Peach

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

[Signature]

*[Printed Name]*

Daniel Galante

Title:

President

Submittal Date:

6/20/25

Address for giving notices:

124 Tenney Street

Georgetown, MA 01833

Telephone Number:

978-352-5606

Fax Number:

978-352-7943

E-mail address:

bill@tford.com

Bidder's License No.:

N/A

*(where applicable)*



**SECTION 00300  
BID FORM**

**BASE BID ITEMS**

The Bidder agrees to perform all the work, including all incidental labor, materials and equipment for the satisfactory completion of the work in full compliance with the content and intent of the specifications and plans of the work, for the following prices. Bid prices listed are based on performance of the Work as specified in these Specifications and shall include all overhead, profit, handling, taxes and all other related charges.

Item No.	Quantity		Description (unit price in words)		Unit Price	Extended Total
202.81	1	Unit	Site Staging - Accessory Items (Including Site Clearing)			
			<i>fifty thousand</i>	Dollars Unit	<i>\$50,000</i> Unit	<i>\$ 50,000.<sup>00</sup></i>
202.82	1	Unit	Site Staging - Roadway Restoration			
			<i>fifty thousand</i>	Dollars Unit	<i>\$50,000</i> Unit	<i>\$ 50,000.<sup>00</sup></i>
202.11	1	Unit	Dam Removal (Including concrete repairs and safety railing)			
			<i>one hundred thousand</i>	Dollars Unit	<i>\$100,000</i> Unit	<i>\$ 100,000.<sup>00</sup></i>
203.35	1	Unit	Sediment Excavation and Handling			
			<i>one million one hundred thousand</i>	Dollars Unit	<i>1,100,000</i> \$ Unit	<i>\$ 1,100,000.<sup>00</sup></i>
203.351	5300 (estimate - assumed to be 75% of total)	Ton	Off-Site Sediment Disposal (Landfill)			
			<i>sixty five</i>	Dollars Per Ton	<i>\$ 65</i> Per Ton	<i>\$ 344,500.<sup>00</sup></i>
203.352	1350 (estimate - assumed to be 25% of total)	Ton	Off-Site Sediment Disposal (unrestricted)			
			<i>fifty five</i>	Dollars Per Ton	<i>\$ 55</i> Per Ton	<i>\$ 74,250.<sup>00</sup></i>
203.6	320	CY	Import Common Fill			
			<i>fifty</i>	Dollars Per CY	<i>\$ 50</i> Per CY	<i>\$ 16,000.<sup>00</sup></i>
211.11	1	Unit	Vibration Monitoring (Pre- and Post-construction surveys)			
			<i>ten thousand</i>	Dollars Unit	<i>\$10,000</i> Unit	<i>\$ 10,000.<sup>00</sup></i>

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Item No.	Quantity		Description (unit price in words)	Unit Price	Extended Total
503.101	1	Unit	Cofferdams and Water Diversion (Including Dewatering and Turbidity Monitoring)		
			<i>six hundred thousand</i>	Dollars Unit	\$ <i>600,000</i> \$ <i>600,000.00</i>
585.2	110	CY	Stone Fill, Class B		
			<i>fifty</i>	Dollars Per CY	\$ <i>50</i> \$ <i>5,500.00</i>
585.25	2900	CY	Streambed Mix		
			<i>fifty</i>	Dollars Per CY	\$ <i>50</i> \$ <i>145,000.00</i>
587.1	435	CY	Keyed Stone Fill		
			<i>fifty</i>	Dollars Per CY	\$ <i>50</i> \$ <i>21,750.00</i>
619	1	Unit	Maintenance of Traffic		
			<i>twenty five thousand</i>	Dollars Unit	\$ <i>25,000</i> \$ <i>25,000.00</i>
641	310	CY	Loam		
			<i>fifty</i>	Dollars Per CY	\$ <i>50</i> \$ <i>15,500.00</i>
645.254	2300	LF	Coir Fiber Rolls		
			<i>twenty</i>	Dollars Per LF	\$ <i>20</i> \$ <i>46,000.00</i>
645.455	1	Unit	Root Wads and Log Vanes		
			<i>thirty thousand</i>	Dollars Unit	\$ <i>30,000</i> \$ <i>30,000.00</i>

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Item No.	Quantity	Description (unit price in words)	Unit Price	Extended Total
646.51	1	Unit Turf Establishment  <i>fifty thousand</i>	Dollars Unit \$50,000 Unit	\$ 50,000. <sup>00</sup>
650	1	Unit Landscaping Plantings  <i>one hundred thousand</i>	Dollars Unit \$100,000 Unit	\$ 100,000. <sup>00</sup>
670.0491	1	Unit Temporary Access Road  <i>four hundred eighty five thousand</i>	Dollars Unit \$485,000 Unit	\$ 485,000. <sup>00</sup>
692.1	1	Unit Mobilization and Demobilization  <i>fifty thousand</i>	Dollars Unit \$50,000 Unit	\$ 50,000. <sup>00</sup>
699	1	Unit Construction Erosion and Sediment Control  <i>fifty thousand</i>	Dollars Unit \$50,000 Unit	\$ 50,000. <sup>00</sup>
Total of All Base Bid Items			Dollars \$	\$ 3,368,500. <sup>00</sup>

**ADDITIVE BID ITEM**

In order to fit the scope of work to available funds, the Owner may elect to include the Additive Bid Item. Bidders are required to fill out Additive Bid Item below which will be considered as part of the basis of award.

692.2	1	Unit Second Mobilization and Adaptive Management  <i>twenty thousand</i>	Dollars Unit \$20,000 Unit	\$ 20,000. <sup>00</sup>
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**BID ITEM TOTALS**

Total of Base Bid	<i>three million three hundred sixty eight thousand five hundred</i>	Dollars	\$ 3,368,500. <sup>00</sup>
Total of Base Bid + Additive Bid Items	<i>three million three hundred eighty eight thousand five hundred</i>	Dollars	\$ 3,388,500. <sup>00</sup>



### Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: 6/20/25

(If a firm or individual)

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Names and Address of Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Signature of Bidder William Peach

Title Vice President T Ford Company

By William Peach

Business Address 124 Tenney Street Georgetown, MA 01853

Incorporated under the laws of the State of Massachusetts

Names and addresses of Officers:

President Daniel Galante

Secretary Daniel Galante

Treasurer William Peach

**Section 00410**  
**BID Bond**  
(EJCDC Form C-430, modified)

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

T. Ford Company, Inc.

124 Tenney Street

Georgetown, MA 01833

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

OWNER (Name and Address):

Town of Durham

Durham, New Hampshire

BID

Bid Due Date: June 13, 2025

Description (Project Name and Include Location):

Mill Pond Removal and Oyster River Restoration

BOND

Bond Number: N/A

Date: June 13, 2025

Penal sum Five Percent of Attached Bid

(Words)

\$ 5% of Attached Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

T. Ford Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By:



Signature

William Peach

Print Name

V.P.

Title

Attest:

 **CONTROLLER**


Signature and Title

**SURETY**

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

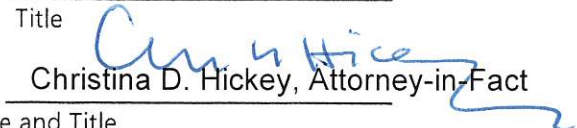
Ellen J. Young

Print Name

Attorney-in-Fact

Title

Attest:

 **Christina D. Hickey, Attorney-in-Fact**

Signature and Title

Note: Above addresses are to be used for giving any required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8212855 - 969079**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina D. Hickey, Donna M. Robie, Ellen J. Young, Frank J. Smith, Tara L. Clifford

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of December, 2024.



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

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# State of New Hampshire

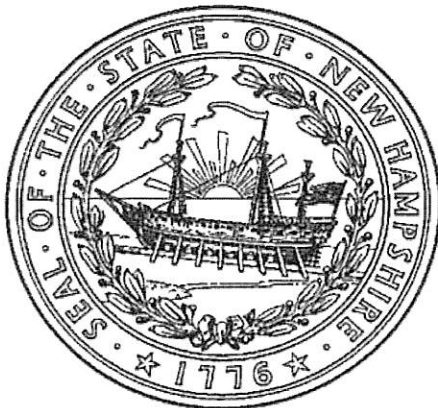
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that T FORD COMPANY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 20, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **856520**

Certificate Number: **0007143753**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a horizontal line.

David M. Scanlan  
Secretary of State



**T FORD COMPANY, INC.**  
**CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of **T FORD COMPANY, INC.**  
held on **July 17, 2023** at which all the Directors were present or waived notice and a  
quorum being present and voting, on motion duly made and seconded, it was VOTED, that,  
**WILLIAM PEACH, VICE PRESIDENT & TREASURER** of this company, be, and is hereby authorized, to  
execute Contracts and bonds in the name of and on behalf of said company, and affix its corporate seal  
hereto; and such execution of any contract obligation in this company's name on behalf by such  
**Treasurer or Vice President**, under seal of the company, shall be valid and binding upon this company.

A true Copy,

Attest: \_\_\_\_\_

Secretary/President

Place of Business: **124 TENNEY STREET**

**GEORGETOWN, MA 01833**

Date of this authorization: \_\_\_\_\_

**7/17/23**

I hereby certify that I am the Secretary/President of **T FORD COMPANY, INC.** and that **WILLIAM PEACH**  
is duly elected **Vice President and Treasurer** of said company and that the above vote has not been  
amended or rescinded and remains in full force and effect as of the date of this authorization.

\_\_\_\_\_  
Secretary/President

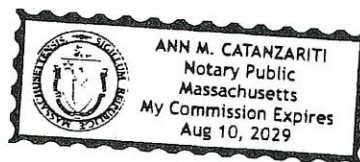
(Corporate Seal)

ATTESTATION: **WILLIAM PEACH** being duly sworn deposes and says that he is  
**Vice President & Treasurer** and that all answers to the foregoing questions and all statements contained  
herein are true and correct.

Subscribed and sworn before me this **17** day of **JULY**, 2023

**Ann M. Catanzariti**, Notary Public

My commission expires: **8-10-2029**



## **T Ford Company**

*Mill Pond Dam Removal and Oyster River Restoration*

List of subcontractors:

John Brown and Sons – Land clearing

Atlantic Paving – Paving

W L French – Trucking and soil disposal

