LEGAL NOTICE
INVITATION TO BID

The Town of Pelham, NH is seeking separate sealed bids for the following item:

Roadway Pavement Management:

CRACK SEALING

for the construction period between June 1, 2008 and December 1, 2008. Bid documents may be picked up at the Town Hall, 6 Village Green, Pelham, NH, obtained from the Town's website at http://www.pelhamweb.com/rfp or mailed upon request.

All bids must be received in the Selectmen's office at 6 Village Green, Pelham, NH, by 4:00 P.M. on April 24, 2008. Bid submitted after this time will not be accepted. All bids will be publicly opened and read aloud at the Selectmen's Conference Room, 6 Village Green, Pelham, NH on April 25, 2008 at 10:00 A.M. All bids must be submitted in sealed envelopes addressed to the Board of Selectmen bearing on the outside, the name of the bidder, his address and the name of the Project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by registered mail).

All decisions in reference to the bid or selection of the contractor will be made by the Board of Selectmen or an authorized agent. The Town reserves the right to reject any and all bids or any portion of any bid or waive any bid informality deemed in the best interest of the Town. No bidder can withdraw his bid within sixty (60) days after the date of opening.

Pelham Highway Department
Pelham, NH

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1. REQUEST FOR BIDS

Sealed proposals for the Town of Pelham (hereafter referred to as the Town or the Owner), Roadway Pavement Management Crack Sealing Project will be received at the office of the Selectmen, 6 Village Green, Pelham, NH until 4:00 p.m. Eastern Daylight time on April 24, 2008. All bids will be publicly opened and read aloud at the Selectmen's Conference Room, 6 Village Green, Pelham, NH on April 25, 2008 at 10:00 A.M. All bids must be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the Project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Proposal Form, preferably by registered mail).

The project is for crack sealing of collector & local streets throughout the Town of Pelham as determined by the Highway Agent. This project is scheduled for the 2008 construction period and will be in effect beginning June 1, 2008 to December 1, 2008.

Bid proposals and specifications may be examined and obtained at:

Selectmen's Office
6 Village Green
Pelham, NH 03076
Or on the Pelham Website at http://www.pelhamweb.com/rfp

Each bidder must deposit with his bid, a bid security in the amount of $500.00. A performance/payment bond, in the amount of 100% of the contract price, executed by a surety company licensed to do business in New Hampshire will be required of the successful bidder prior to starting the work.

The work will commence on the date which will be specified in the Notice To Proceed. All work shall be completed by the date specified in the Notice to Proceed. Liquidated damages as set forth in the Contract Documents will be assessed for each and every calendar day of delay in the completion of the work.

2. QUALITY OF WORK

There are no accurate estimates of the quantities of work to be performed under this contract, and any variation in quantities shall not be as valid grounds for any claim for damages or loss of profits or change orders. The Town specifically reserves the right to contract any quantity of item if desirable, to keep expenditures within available funds. The quantity of work as given in the proposal attached thereto are only approximate and are assumed solely for the comparison of proposals.

3. SELECTION OF BIDDER

All decisions in reference to the bidding and the selection of the Contractor will be made by the Board of Selectmen or an authorized agent. The Town reserves the right to reject any and all bids or any portion of any bids or to waive any bid formality deemed in the best interest of the Town. The Town reserves the right to award any selected bid items from various contractors. No bidder may withdraw his bid within sixty (60) days after the date of opening thereof.

4. SIGNATURES OF BIDDERS

The firm, corporate or individual name of the bidder must be signed by the bidder in the space provided for the signatures on the proposal blank. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of partnership, the signature of at least a majority of the partners must follow the firm name using the term "member of the firm". In case of any individual, use the term doing business as..." or sole owner". The bidder shall further state in his proposal, the name and address of each person or corporation interested therein.

5. QUALIFICATIONS OF BIDDERS

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. No award will be made to any BIDDER who cannot meet all of the following requirements:

a. He shall not have defaulted on any contract within three years prior to the Bid date.
b. He shall maintain a permanent place of business.
c. He shall have adequate personnel and equipment to perform the work expeditiously.
d. He shall have suitable financial status to meet obligations incident to the work.
e. He shall have appropriate technical experience in the class of the work involved.
f. He shall not have failed to perform satisfactorily on contracts of a similar nature.
g. He shall not have failed to complete previous contracts on time.
h. He shall have a minimum of five (5) years experience as a business.
i. He shall have completed a minimum of three (3) similar projects.

6. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any and all proposals will be rejected if there is a reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.

7. INTERPRETATION

All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. An interpretation of questions which, in the OWNER'S opinion, require interpretation will be issued by Addenda mailed by certified mail with return receipt requested to all parties recorded by the OWNER as having received the Bidding Documents not later than 5 days prior to the date set for opening Bids. Questions received less than 6 days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal affect.

8. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the construction set forth in his bid. Insofar as possible, the CONTRACTOR, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

The CONTRACTOR shall keep himself fully informed and comply with all the laws, ordinances and regulations of the Federal, State and Municipal Governments in any manner affecting his employees, or the conduct of the work, or the materials used or employed in the work.

9. LOCATION OF WORK

The work herein specified is located on various roads, and other pavement projects for the 2007 construction period in Pelham, NH

10. SUPERINTENDENCY BY CONTRACTOR

Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall have a competent superintendent, satisfactory to the TOWN, on the work at all times during working hours, with full authority to act for him. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expedition of his work.

11. BID SECURITY

Each bid must be accompanied by the bid Bond or certified treasurer's or cashier's check of the bidder in the amount of $500.00. Such bonds or checks will be returned to all except the three lowest formal bidders within 15 calendar days after the formal opening of bids, and the remaining checks will be returned promptly after the TOWN and the accepted bidder have executed the Contract, or if no contract has been executed, within 90 calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bond required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the TOWN, as liquidated damages for such failure or refusal, the security deposited with his bids.

13. DETERMINATION OF LOW BIDDER

Bids will be compared on the basis of the unit bid price. The town reserves the right to select the bid that best meets the town's needs as determined by the Board of Selectmen or its authorized agent. While price would be a substantial factor in the Selectmen's or its authorized agent's decision, the town reserves the right to select a contract without the lowest cost proposal.

14. AWARD OF THE CONTRACT

Notice of the acceptance of this proposal will be given to successful bidder by the TOWN by posting a registered letter to the address stated in said proposal.

15. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

Prior to starting the work, the successful bidder must deliver to the Town an executed Bond as security in the amount of (100%) one hundred percent of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the TOWN, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit use and occupancy of the project or any portion thereof prior to formal acceptance by the TOWN.

Attorney In Fact and/or other officer who sign Contract Bonds must file with each Bond a certified copy of their power of attorney to sign said bonds.

16. COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall commence work under this Contract as specified in the Notice to Proceed at those locations specified by the Town. And the work shall be completed by the date specified in the Notice to Proceed.

17. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK

Liquidated damages in the amount equal to two hundred ($200.00) dollars plus Engineering charges for each calendar day of time consumed in completing the work under this Contract beyond the time set in the Notice to Proceed.

18. ASSIGNMENT

No assignment by the CONTRACTOR of any contract of any part thereof of any monies due or to become due thereunder, may be made without the prior written approval of the TOWN, and then only after the surety company has been given due notice in writing of such assignment, and approves in writing.

19. LIABILITY INSURANCE

The CONTRACTOR shall take out and maintain during the life of the contract such Workmen's Compensation and Comprehensive General Liability Coverage Insurance as shall protect him and any subcontractor performing work covered by this Contract, from claims and damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. All policies must allow use and occupancy of the Project or any portion thereof prior to formal acceptance by the TOWN.

20. SOCIAL SECURITY ACT

The Contractor shall be and remain independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security unemployment insurance, or old age retirement benefits, annuities now or hereafter imposed or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated.

21. CONTROL OF POLLUTION DUE TO CONSTRUCTION

During construction, the Contractor shall take precautions sufficient to avoid the leaching runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride and any other polluting materials which are unsightly or which may

be harmful to humans, fish or other life, into groundwater and surface waters of the State.

22. SAFETY & HEALTH REGULATIONS

This project is subject to all safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974. CONTRACTORS must become familiar with the requirements of these regulations.

23. NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

24. ALTERNATES, SUBSTITUTIONS AND CONTRACTOR'S OPTIONS

Whenever in the Plans and Specifications any item or equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved equal product, acceptable to the TOWN, may be substituted by the Bidder or the CONTRACTOR.

25. TECHNICAL SPECIFICATIONS

Crack sealer shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

A. Asphalt Sealant shall be AC-10 or AC-20 with a penetration of 75-100.

B. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length	7mm.
Diameter	0.0008 inch plus or minus 0.0001 inch
Specific Gravity	1.32 to 1.40
Melt Temperature	480 degrees F. minimum
Ignition Temperature	1000 degrees F. minimum
Tensile Strength	75,000 PSI plus or minus 5,000 PSI
Break Elongation	33% plus or minus – 9% - They are fully Drawn

C. A boiler slag aggregate shall be dusted over the cracks to prevent sealer pickup and tracing.

BID FORM

PART A BID

Proposal of
(hereinafter called "Bidder"), organized and existing under the laws of the State of
doing business as *

*Insert "a corporation", "a partnership", or "an individual", as applicable.

To the Town of Pelham, New Hampshire (hereinafter called "Owner"): in compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for the
Town of Pelham, New Hampshire, in strict accordance with the Contract Documents, within the time set forth therein and at the price stated below.

By submission of this Bid, the Bidder certifies and, in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or other agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniarily interested in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and specification and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and has carefully estimated the work. He understands that the Owner, it's agent and employees, are not to be in any manner held responsible for the accuracy of, or bond by, any estimates or plans or locations of underground structures relating to the work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying Specifications.

Bidder hereby agrees to commence work under this contract on or before the date to be specified in the Notice to Proceed and to complete the Project before or on the date in the Notice to Proceed. Bidder further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars ($200.00) for each consecutive calendar day thereafter.

The Bidder proposes and agrees that within 10 days next after the day on which the Notice of Award of this Contract shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement in the form provided and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) copies of performance/payment bond and three (3) Certificates of Insurance for the prescribed amounts.

Part B. BID PRICES

Notes

1. All prices shall be written in ink. Unit prices shall be written in words and figures. In the case of discrepancy, the amount in words shall govern.

2. All prices shall include the price of all the labor, equipment and material required for carrying out the work in accordance with the Contract Documents.

3. The quantities of work as given in the proposal are only approximate and are assumed only for the comparison of proposals. The successful low bid shall be determined by the bid unit item cost.

Item Description	Approximate Qty.	Unit	Unit Price
Fiber Reinforced Method Crack Seal	10,000	Gallon	

_____Dollars

_____Cents

PART C. BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding for any reason which the Owner determines to be in the best interest of the Town.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within 10 days.

This Bid may be accepted by the Owner at any time within 60 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit to the Town the security deposited with this bid as liquidated damages for the delay and additional expense by the Owner caused thereby.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

_____ _____.

_____ _____.

_____ _____.

_____ _____.

ROADWAY PAVEMENT MANAGEMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as Principal,

and _____as Surety, are

hereby held and firmly bound unto_____

as Town in the penal sum of _____

_____Dollars ($)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____day of _____, 2008.

The condition of the above obligation is such that whereas the Principal has submitted to the TOWN, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for "ROADWAY PAVEMENT MANAGEMENT".

NOW THEREFORE,

(a) If said bid shall be rejected, or in the alternative.

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of a Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

_____
Surety

_____
By:

(Seal)

PERFORMANCE/PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we
a
hereinafter called the "Principal" and
of
State of
hereinafter called the "Surety" are held and firmly bound
unto
hereinafter called "TOWN" in the penal sum of
dollars ($) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a certain Contract with the TOWN, dated the day of , copy of which is hereto attached and made part of hereof for "ROADWAY PAVEMENT MANAGEMENT".

NOT, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during there originals term thereof, and any extensions thereof which may be granted by the TOWN, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall dully indemnify and save harmless the TOWN from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the TOWN for all outlay and expense which the TOWN may incur in making good any default, then this obligation shall be void; otherwise to remain in full force.

If the Principal shall promptly make payment to all persons, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work, provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to do the work or to the Specification.

PROVIDED FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed in six (6) counterparts, each one of which shall be deemed an original, the _____day of_____, 20 .

ATTEST

_____
Principal

_____
(Principal) Secretary

(SEAL) By:_____(s)

_____

_____
Witness as to Principal

_____
Address

_____
Surety

ATTEST:

_____
Attorney-in-Fact

_____
(Surety) Secretary

(Seal)

_____ _____
Witness as to Surety Address

_____
Address

NOTE: Date of Bond must not be prior to date of Contract

NOTICE OF AWARD

TO: _____

_____

_____

Project Description_____

_____

The owner has considered the Bid submitted by you for the above described work in response to its invitation for Bids dated_____ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items

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You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Payment bond, or approved alternative bonding method and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____day of _____, 20__,

OWNER:
Town of Pelham, New Hampshire

By:_____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

---

This the _____day of _____, 20___,

Title:_____

AGREEMENT

THIS AGREEMENT, made this_____day of _____, 2008 by and between the Town of Pelham, New Hampshire, hereinafter called "OWNER" And_____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

_____,
_____,
_____,

2. The CONTRACTOR shall furnish all the materials, supplies, tools, equipment, labor, and other services necessary for implementation, application, construction and completion of the Project described herein.

3. The CONTRACTOR shall commence and complete the Work required by the Contract Documents as specified in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the contract Documents and the CONTRACTOR further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars ($200.00) for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.

4. The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the Contract price of

_____

5. The term "Contract Documents" means and includes the following:
    a. Advertisement for Bids
    b. Information for bidders
    c. Special Conditions (if any)
    d. Bid
    e. Notice of Award
    f. Agreement
    g. Notice to Proceed
    h. General Conditions
    i. Supplemental General Conditions (if any)
    j. Change Order (if any)
    k. Drawings (if any)
    l. Technical Specification
    m. Addenda

No_____, Dated_____ 20___
No_____, Dated_____ 20___

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Requirements, such amounts as required by the Contract Documents based on the per item bid prices. Retention from Progress Payments will be in accordance with the General Requirements.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

(SEAL)	OWNER
ATTEST:	Town of Pelham, New Hampshire
_____	By: _____
Name:_____ (please type)	Name:_____ (please type)
Title: _____	Title:_____
(SEAL)	CONTRACTOR:
ATTEST: _____	_____ By: _____
Name:_____ (please type)	Name:_____ (please type)
Address:_____	Address: _____
_____	_____

Note: If the CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

NOTICE TO PROCEED

TO:_____ Date:_____

_____ Project:_____

_____ _____

_____ _____

You are hereby notified to commence Work in accordance with the Agreement dated_____, 20___ on or before _____, 20___ and you are to complete the Work within ( ) consecutive calendar days thereafter. The date of completion of all Work is therefore_____, 20___.

OWNER:

Town of Pelham, New Hampshire

By:_____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED

by _____

_____

this the _____day of

_____, 20___

_____

By:_____

Title:_____

END OF SECTION

GENERAL CONDITIONS

1. GENERAL
2. PAYMENTS
3. QUALITY CONTROL
4. MAINTENANCE OF TRAFFIC
5. ACCESS
6. TEMPORARY CONTROLS AND SERVICES
7. FINAL CLEANING
8. WARRANTY
9. NO PAYMENT FOR DELAY
10. LIQUIDATED DAMAGES
11. PERFORMANCE AND PAYMENT BONDS
12. INSURANCE
13. WASTE MATERIAL DISPOSAL
14. ATTORNEY'S FEES AND COSTS

1. GENERAL

The subject roadway may be closed to two- way traffic during regular work hours (7:00 a.m. to 4:00 p.m.), but must be opened to two-way traffic each night and all weekend. One way traffic must be maintained at all times.

The Contractor shall coordinate his work with the Owner's, Highway Department. The Contractor shall supply emergency numbers for 24-hour contract.

2. PAYMENTS

Partial payments shall be made monthly, as the work progresses. All partial payments shall be subject to correction in the final Payment.

3. QUALITY CONTROL

It is the Owner's intent that all Work shall be in compliance with Town Regulations and meet the approval of the Highway Agent.

4. MAINTENANCE OF TRAFFIC

It shall be the Contractor's responsibility to provide and maintain safe and passable traffic accommodations for public and private travel; prevent dust nuisance; furnish, erect, maintain and remove construction signs, barricades, delineators, lights, flashers and other warning devices used to delineate the construction zone and notify the motoring public of its approach. Sign package shall be proposed by the Contractor, but must be approved by the Owner before Work may begin.

Additionally, it will be necessary to employ Pelham Police Officers during certain phases of the construction project. The contractor shall arrange for obtaining and paying the police officers. The need for police officers shall be determined by the Owner.
All work, labor and material necessary to maintain traffic to the satisfaction of the Owner, shall be incidental to the single unit bid item cost.

5. ACCESS

Notification to the Owner of any and all road closure times is mandatory. It is requested that full road closure be kept to as short a duration as possible. No full road closure of greater than a few minutes will be allowed.

Two-way traffic must be restored no later than 4:00 p.m. on each work day and may not be disrupted before 7:00 a.m. of each workday. At a minimum, one way traffic must be maintained at all times.

6. TEMPORARY CONTROLS AND SERVICES

It shall be the contractor's responsibility to provide all temporary controls and services relative to the project.

7. FINAL CLEANING

Upon completion of all Work items, it shall be the Contractor's final responsibility to remove all waste materials, debris and rubbish from the site, and dispose of same in a legal, environmental safe and legitimate manner.

8. WARRANTY

The Contractor shall warrant his Work for a period of one year from the time of final completion from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defect. The Owner will give notice of observed defects with reasonable promptness.

9. NO PAYMENT FOR DELAY

No extra payment shall be made for delay beyond the control of the Contractor or Owner (i.e. weather, war, strike, etc.) However, additional contract time may be granted upon approval by the Owner.

10. LIQUIDATED DAMAGES

The Bid and Agreement contain a paragraph specifying the Contract Time stated as a number of consecutive calendar days following execution of the Contract, and the dollar amount of liquidated damages to be paid to the Owner for each calendar day beyond the specified completion period that the work remains uncompleted.

The date of beginning and the Contract Time for the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress to insure final completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to fully complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid and Agreement for each

calendar day that the Contractor shall be in default after the time stipulated in the Bid and Agreement.

11. PERFORMANCE/PAYMENT BOND

The Contractor shall furnish Performance/Payment Bond, in an amount at least equal to the Contract Price as security for the faithful performance/payment of all Contractor's obligations under the Contract Documents. This Bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies"; as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety of any Bond furnished by a Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to the Owner.

As an alternative to the payment/performance bond specified, the Contractor may provide the Town with a Passbook Savings Account, Certificate of Deposit, or cash. Any of the above shall place the Town of Pelham as its sole beneficiary. The use of any of the bond alternatives is at the discretion of the Town alone.

12. INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverages and be written for not less than the limits of liability and coverages identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted in three (3) copies and shall state the type of coverage, limits of liability, and expiration date.

The limits of liability for the liability insurance required shall provide coverages for not less than the following amounts or greater where required by law:

Workman's compensation	$	100,000	(each accident)
And Employee's Liability	$	500,000	(disease Policy limit)
	$	100,000	(disease each employee)
Owner's Contractor's	$	1,000,000	(combined single limit)

Protective Liability

Excess Liability (umbrella form)	$	1,000,000	(B.I.&P.D. comb)
Automotive Liability	$	1,000,000	(B.I.-per person)
(all owned auto's, hired	$	1,000,000	(B.I.-per person)
auto's, non-hired auto's	$	1,000,000	(P.D.)
private or otherwise)			
General Liability	$	1,000,000	(B.I.&P.D. comb)
(comprehensive premises		(each occurrence)	
operations, explosion	$	1,000,000	(B.I.&P.D. comb)
productions, contractual	(aggregate)		
independent contractors,			
board form property damage,			
personal injury)			

13. WASTE MATERIAL DISPOSAL

The contractor shall be responsible for disposal of all waste products resulting from the work. All material shall be removed from the site and disposed of in an environmentally safe manner consistent with all applicable local, state, and federal laws.

14. ATTORNEY'S FEES AND COSTS

The Contractor agrees to indemnify the Town from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage, which the contractor becomes legally obligated to pay, including reasonable attorney's fees, investigative and discovery costs, court costs, as a result of claims, demands, costs, or judgments against the Town arising out of this agreement, caused by or arising out of the negligence, fault, breach of warranty, produce liability or strict liability of the Contractor, and/or third parties, whether such negligence, fault, breach of warranty, products liability or strict liability is sole, joint or several.

TECHNICAL SPECIFICATIONS

1. Location
2. Material
3. Preparation
4. Measurement
5. Payment

1. LOCATION

The work shall be at locations identified by the Highway Department or Highway Agent

2. MATERIAL

Crack sealer shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

A. Asphalt Sealant shall be AC-10 or AC-20 with a penetration of 75-100

B. Fiber reinforcing materials shall be short-length polyester fivers having the following properties.

Length	7mm
Diameter	0.0008 inch plus or minus 0.0001 inch
Specific Gravity	1.32 to 1.40
Melt Temperature	480 degrees F. minimum
Ignition Temperature	1000 degrees F. minimum
Break Elongation	33% plus or minus – 9% - they are fully drawn

C. A boiler slag aggregate shall be dusted over the cracks to prevent sealer pickup and tracing.

3. PREPARATION

The cracks will be blown clean and dry using hot-air lances with an approved propane gas burner and compressed air device before sealant is applied to pavement.

4. MEASUREMENT

Measurement for payment of any portion of completed work shall be based on quantities measured and recorded by the Highway Department to the nearest tenth of the unit.

5. PAYMENT

The accepted quantity will be paid for at the contract unit price. Payment shall constitute full compensation for all the labor, material and incidental work.

PART D. – EXECUTION

Seal (if corporation)

_____
Signature of Bidder

_____
Title of Bidder

_____
Business Address of Bidder

_____
Town, State & Zip Code

Dated at_____the_____day of_____

END OF SECTION