

126632

TOWN OF PELHAM,
NEW HAMPSHIRE

CONTRACT DOCUMENTS FOR

- ***Woekel Circle Drainage Improvements***

BOARD OF SELECTMEN

Douglas Viger
Harold Lynde
William McDevitt
Paul Leonard
Amy Spencer

HIGHWAY AGENT

Frank Ferreira
Town of Pelham
6 Village Green
Pelham, New Hampshire 03076

June 2016
KNA Project # 15-0626-1

COPY NO. _____

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KNA

KEACH-NORDSTROM ASSOCIATES, INC.

SECTION 00031

ADVERTISEMENT FOR BIDS

Construction of: WOEKEL CIRCLE DRAINAGE IMPROVEMENTS, PELHAM, NEW HAMPSHIRE
Owner: TOWN OF PELHAM
PELHAM, NEW HAMPSHIRE

Separate sealed bids for the above-mentioned project will be received by the OWNER at the following location:

Town Hall, Town of Pelham
Office of the Town Clerk
6 Village Green
Pelham, New Hampshire 03076
Attn: FRANK FERREIRA, HIGHWAY AGENT

All bids for this project must be submitted in a sealed envelope plainly marked "Bid for Woekel Circle Drainage Improvements" and delivered to the above address on or before 3:00 PM prevailing time on Friday, July 29, 2016.

Bids will not be accepted after this deadline.

The anticipated scope of work includes the following:

Removal of the existing roadway over a distance of 175 linear feet (width varies 16-feet to 20-feet) and to a depth 15-inches below desired finished ground elevation, and reconstruction of the existing roadway to a consistent 18-foot width (some sections with bituminous curbing) in order to correct existing surface water deficiencies at this location. Construction will also include removal of existing stormwater piping, connection to an existing closed drainage system discharging from abutting properties, furnishing and installing a precast concrete trench drain across Woekel Circle, and related work.

Work will commence following the Labor Day holiday, and must be completed during the 2016 construction season. Keach-Nordstrom Associates, Inc. of Bedford, New Hampshire is the project engineer.

Contract Documents may be examined or obtained at the following location:

Keach-Nordstrom Associates, Inc.
10 Commerce Park North, Suite 3
Bedford, NH 03110
(603) 627-2881

Office of Dodge Reports
Available online
<http://dodge.construction.com/reports/>

Office of Associated General Contractors
48 Grandview Road
Bow, NH 03304
(603) 225-2701

Construction Summary

734 Chestnut Street
Manchester, NH 03104
(603) 627-8856

Copies of the Contract Documents may be obtained at the offices of Keach-Nordstrom Associates, Inc. at 10 Commerce Park North-Suite 3, Bedford, New Hampshire. A non-refundable deposit of fifty dollars (\$50.00) will be required for each complete set of plans and specifications. No Contract Documents will be mailed.

The successful BIDDER must furnish a one hundred percent (100%) Performance Bond and a separate one hundred percent (100%) Payment Bond prior to execution of the Contract Agreement within ten (10) days following notification of the acceptance of his/her bid. No bid security shall be required.

The project will be awarded to the CONTRACTOR who is the most reasonable and responsible low bidder. The OWNER reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, or to omit any item or items deemed advisable for the best interests of the OWNER.

No BIDDER may withdraw his/her bid within thirty (30) days after the actual date of the opening thereof.

END OF SECTION

SECTION 00331

BID

Proposal of Hall's Excavation Inc (herein after called "BIDDER"), organized and existing
under the laws of the State of New Hampshire going business as Hall's Excavation Inc

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

To the Town of Pelham (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the WOEKEL CIRCLE DRAINAGE IMPROVEMENTS, PELHAM, NEW HAMPSHIRE in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this bid has been arrived at independently, without consultation, communications or 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 particularly interested in this proposal or in the Contract for the work which he/she proposes to do, that he/she has carefully examined the Contract and Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound 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 prepared by Keach-Nordstrom Associates, Inc. for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof. The BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of an Asphalt Adjustment or Fuel Adjustment.

BIDDER hereby agrees to commence Work under this Contract on or after the date to be specified in the Notice to Proceed. Final completion of the work specified shall be achieved during the 2016 construction season, including the incidental work items specified or ordered.

The BIDDER proposes and agrees that within ten (10) days after the day on which Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, he/she will sign three (3) copies of the Agreement of the form provided in Section 00531 - Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

No. Addendum 2 , dated July 18 , 2016
No. Addendum 2 , dated July 20 , 2016
No. _____ , dated _____ , 20____
No. _____ , dated _____ , 20____
No. _____ , dated _____ , 20____
No. _____ , dated _____ , 20____
No. _____ , dated _____ , 20____
No. _____ , dated _____ , 20____



July 18, 2016

RE: ADDENDUM #1
WOEKEL CIRCLE DRAINAGE IMPROVEMENTS

ATTENTION ALL BIDDERS:

The plans for Woekel Circle Drainage Improvements indicate a super-elevated cross slope of 1% and a longitudinal slope along curb line of 0.8%. Given the existing grades at the end of Woekel Circle, where storm water discharge is required, the slopes along Woekel Circle cannot be improved. The Design Engineer, Keach-Nordstrom Associates, Inc., acknowledges that the slopes presented leave very little tolerance for error during construction. The flat slopes may lead to unavoidable shallowing ponding along the curb line within the limits of work. This is a vast improvement over the existing condition where several inches of stormwater ponds across the entire roadway width. In appreciation of the risks associated with paving flat slopes, the Town of Pelham agrees to sign a Waiver of Liability thereby holding the selected site contractor harmless against minor deviations in the final pavement grades and shallow ponding along the curb line that may result. The Town of Pelham wishes to encourage contractors to bid this important Town project, and does not want to discourage qualified contractors due to the design constraints of the locale.

Further questions shall be directed to Patrick Colburn, Project Manager, Keach-Nordstrom Associates, Inc.

July 20, 2016

RE: ADDENDUM #2
WOEKEL CIRCLE DRAINAGE IMPROVEMENTS

ATTENTION ALL BIDDERS:

A series of questions were posed by a potential bidder on July 19, 2016. Below, please find the list of questions, as submitted, along with short answers from the Design Engineer.

1. Will concrete testing be required for the CIP in channel drain?

No, concrete testing will not be required. The purpose of the poured-in-place concrete is simply to reduce the overall trench depth.

2. Will gravel sieve analysis, proctors and density tests be required?
If so, what is the frequency?

Yes, in accordance with Section 01410 of the Contract Documents, the Engineer will approve an independent testing consultant, and the contractor will pay the consultant. Testing requirements will include a Sieve and Proctor analysis on the required NHDOT 304.4 Crushed Stone Fine Gradation, along with density testing of two lifts. The plans call for approximately 12" of gravel over the roadway section, which we expect will be placed in two lifts. Each lift will require five tests at 50' intervals.

3. Has the shoreland permit been acquired and in place?

Yes, the required Shoreland Permit By Notification was reviewed and approved by the NHDES Shoreland Program on June 27, 2016. Please reference Shoreland File Number 2016-01834.

4. Regarding note #12, sheet #1. What work will have to be coordinated? I see a minimal amount of work there at a shallow depth and don't see any underground UG/T/C coming off pole.

If the selected contractor determines that the proposed work can be accomplished safely without the utility company onsite to brace the pole, no further coordination is required.

5. At the existing CB, is removing and replanting existing plants, flowers and shrubs acceptable? Do we have to warranty them?

It is the intent of the design engineer to limit the disturbance of existing landscaping to the extent practicable. Removal of the existing block catch basin may require excavation extending outside the limit of right-of-way. Any disturbed plantings outside the limit of right-of-way shall be

removed and replaced by the contractor. Any plantings situated within the right-of-way shall be removed and set aside for the homeowner to plant elsewhere. The Town of Pelham will not require the contractor to warranty the transplanted landscaping.

6. How will the 8" HDPE attach to channel drain, since the outside diameter will not fit inside precast?

The invert into the trench drain should be adjusted down to elevation 199.18 (199.22 at the existing 8" HDPE pipe). This adjustment should allow a short length of 8" SDR-35 to fit within the precast, with the top of SDR-35 situated just below the 2.5" cast iron grate. The poured-in-place concrete will therefore be 7.8" thick on the inlet end and 8.5" thick at the outlet end, resulting in a slope through the bottom of trench drain of 0.75%. The construction detail in the plan was drawn at the outlet end, and needs to be adjusted at the inlet end to accommodate the pipe. The connection from HDPE to SDR-35 PVC can be made with Fernco flexible fittings.

Further questions can be directed to Patrick Colburn, Project Manager, Keach-Nordstrom Associates, Inc.

SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER agrees to perform all the necessary labor, furnish all materials and do all work described in the Specifications for the following sum prices and/or unit prices without the benefit of a Fuel Adjustment:

Base Bid Items

WOEKEL CIRCLE DRAINAGE IMPROVEMENTS, PELHAM, NEW HAMPSHIRE:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Item Description and Unit Price in Words.</u>	<u>Unit Price</u>	<u>Total Price</u>
202.41	34.5 LF	Remove existing pipe 0-24" diameter at <u>Ten dollars and</u> <u>Zero cents</u> _____ per linear foot	<u>\$ 10.00</u>	<u>\$ 345.00</u>
202.5	1 EA	Remove existing catch basin at <u>Two hundred ninety</u> <u>Five dollars and zero</u> <u>Cents</u> per each	<u>\$ 295.00</u>	<u>\$ 295.00</u>
203.1	130 CY	Common excavation at <u>EIGHT DOLLARS</u> <u>AND ZERO CENTS</u> _____ per cubic yard	<u>\$ 8.00</u>	<u>\$ 1,040.00</u>
304.32	5 TN	Crushed gravel for shoulder leveling at <u>FIFTY FOUR DOLLARS</u> <u>AND ZERO</u> <u>Cents</u> per ton	<u>\$ 54.00</u>	<u>\$ 270.00</u>

Item No.	Estimated Quantity	Item Description and Unit Price in Words.	Unit Price	Total Price
304.4	145 CY	Crushed stone fine gradation at <u>Twenty three</u> <u>Dollars and zero</u> <u>Cents</u> per cubic yard	<u>\$ 23.00</u>	<u>\$ 3,335.00</u>
403.11	53 TN	Binder course pavement at <u>Seventy</u> <u>Dollars and zero</u> <u>Cents</u> per ton	<u>\$ 70.00</u>	<u>\$ 3,710.00</u>
403.11	39 TN	Wearing course pavement at <u>Seventy five</u> <u>Dollars and zero</u> <u>Cents</u> per ton	<u>\$ 75.00</u>	<u>\$ 2,925.00</u>
604.19	1 LS	Furnish and install 3-8' sections of heavy duty 2' trench drain by Phoenix Precast or approved equal, including grates, field poured invert, and misc. pipe and fittings as shown on the Drawings at <u>Seven thousand</u> <u>five hundred dollars</u> <u>and zero cents</u> per lump sum	<u>\$ 7,500.00</u>	<u>\$ 7,500.00</u>
609.811	83 LF	Bituminous curbing at <u>THIRTEEN</u> <u>Dollars</u> <u>and zero cents</u> <u>per linear foot</u>	<u>\$ 13.50</u>	<u>\$ 1,120.50</u>

Woekel Circle Drainage Improvements
Pelham, New Hampshire
Engineer: Keach-Nordstrom Associates, Inc.

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Item No.	Estimated Quantity	Item Description and Unit Price in Words.	Unit Price	Total Price
619.1	1 LS	Maintenance of traffic including flaggers and signage as directed by the Highway Agent at <u>Twelve thousand</u> <u>Dollars and zero</u> <u>Cents</u> per lump sum	<u>\$12,000.⁰⁰</u>	<u>\$12,000.⁰⁰</u>
621.31	1 EA	Single delineator with post at <u>Forty Dollars</u> <u>And zero cents</u> <u>per each</u>	<u>\$40.⁰⁰</u>	<u>\$40.⁰⁰</u>
628.2	120 LF	Sawcut bituminous pavement at <u>two Dollars</u> <u>and zero cents</u> <u>per linear foot</u>	<u>\$2.⁰⁰</u>	<u>\$240.⁰⁰</u>
645	1 LS	Erosion control at <u>FIFTEEN THOUSAND</u> <u>DOLLARS AND ZERO</u> <u>Cents</u> per lump sum	<u>\$15,000.⁰⁰</u>	<u>\$15,000.⁰⁰</u>

TOTAL BASE BID PRICE:

(in figures) \$ 47,820.50
(in words) Forty Seven thousand Eight hundred twenty
Dollars and Fifty Cents

06/2016

The award of the project will be selected on the basis of most reasonable and responsible bidder, based on the LOWEST REASONABLE TOTAL BASE BID PRICE IN WHOLE OR IN PART DEPENDING UPON THE AVAILABILITY OF FUNDS.

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.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached and deliver the Contract and Performance Bond and Payment Bond required by the General Conditions to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds within ten (10) days from the date of Notice of Award of the Contract, then the OWNER may, at his/her option, determine that the undersigned has abandoned the Contract, and thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows: HALL'S EXCAVATION, Inc

CRAIG A. HALL
408 Mayhew Turnpike
Bridgewater, NH.
03222



Craig A Hall
(Signature of BIDDER)

President
(Title of BIDDER)

408 Mayhew Tpk.
(Business address of BIDDER)

Bridgewater NH 03222
(Town, State and Zip Code)

Dated at Bridgewater NH the 25th day of July, 2016

END OF SECTION

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62858450

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Edward J King

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hall's Excavation, Inc.

Obligee: City of Pelham

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 29th, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 29th day of July, 2016.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

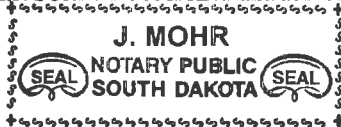


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 29th day of July, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of July, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 62858450

KNOW ALL PERSONS BY THESE PRESENTS, That we Hall's Excavation, Inc.
of 408 Mayhew Turnpike, Bridgewater, NH 03222

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Pelham

~~of~~ _____ hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Woekel Circle Drainage Improvements

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of July, 2016.

Principal

Hall's Excavation, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____

Edward J. King
Edward J. King, Attorney-in-Fact