

LEGAL NOTICE
INVITATION TO BID

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

Roadway Pavement Management:

PAVING

For the construction period between June 1, 2024, and November 1, 2024.

Bid documents may be obtained from the town website at:

<https://www.pelhamweb.com/bids>

All bids must be received in the Selectmen's office at 6 Village Green, Pelham, NH by 4:00 P.M. on Thursday, April 18, 2024. **Bids submitted after this time will not be accepted, bids MUST be marked " HIGHWAY BIDS PAVING" or they will be DISQUALIFIED.**

All bids will be publicly opened and read aloud at the Pelham, Nh. Highway Department, 33 Newcomb Field Parkway, Pelham, NH on Friday, April 19, 2024, at 10:00 A.M.

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 all bids or any portion of any bid or waive any bid informally deemed in the best interest of the Town of Pelham, NH. No bidder can withdraw their 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 Projects will be received at the office of the Selectmen, 6 Village Green, Pelham, NH until 4:00 p.m. Eastern Daylight time on Thursday, April 18, 2024. All bids will be publicly opened and read aloud at the Pelham Highway Dept, 33 Newcomb Field Parkway, Pelham, NH Friday, April 19, 2024, at 10:00 a.m. All bids must be submitted in sealed envelopes bearing on the outside, **“HIGHWAY BIDS” or they will be DISQUALIFIED.**

The projects include shim and/or overlay, cape cod berm and paving of collector & local streets throughout the Town of Pelham, NH, and incidental work at locations to be subsequently determined by the Highway Agent. The projects are scheduled for the 2024 construction period and will be in effect beginning June 1, 2024, to November 1, 2024.

Each bidder must deposit with their 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 work.

2. QUANTITY 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 for each item 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 their 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 their 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 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 the following requirements:

- a. They shall not have defaulted on any contract within three years prior to the bid date.
- b. They shall maintain a permanent place of business.
- c. They shall have adequate personnel and equipment to perform the work expeditiously.

- d. They shall have suitable financial status to meet obligations incident to the work.
- e. They shall have appropriate technical experience in the class of the work involved.
- f. They shall not have failed to perform satisfactorily on contracts of a similar nature.
- g. They shall not have failed to complete previous contracts on time.
- h. They shall have a minimum of five (5) years' experience in the business.
- i. They shall have completed a minimum of three (3) similar projects.
- j. They shall have a paver capable of paving 10 ft. wide.

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 effect.

8. CONDITIONS OF WORK

Each bidder must inform themselves 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 their 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 their bid. Insofar as possible, the contractor, in the carrying out of their 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 themselves fully informed and comply with all the laws, ordinances, and regulations of the Federal, State and Municipal Governments in any manner affecting their 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 2024 construction period in Pelham, NH.

10. SUPERINTENDENCY BY CONTRACTOR

Except where the contractor is an individual and gives their 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 their company. The contractor shall also provide adequate staff for the proper coordination and expedition of their 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 they have not been notified of the acceptance of their bid.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon their failure or refusal to execute and deliver the contract and bond required within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bids.

13. DETERMINATION OF LOW BIDDER

Bids will be compared based on the unit bid price and approximate quantity. 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. All items will be awarded as one contract.

14. AWARD OF THE CONTRACT

Notice of the acceptance of this proposal will be given to the 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 their 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 them 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 themselves 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. WATER SUPPLY

All water for construction purposes as well as the expense of having water conveyed about the work, must be provided by the contractor; and the cost of this work shall be considered as having been included in the prices stipulated for the several items of work to be done under this contract. The source, quality and quantity of water furnished shall always be satisfactory.

22. 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, bitumen's, 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.

23. SAFETY & HEALTH REGULATIONS

This project is subject to all safety and Health Regulations (CFR 29 Part 196 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.

24. NONDISCRIMINATION IN EMPLOYMENT

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

25. ALTERNATES, SUBSTITUTIONS AND CONTRACTOR'S OPTIONS

Whenever in the plans and specifications any item, 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.

In the event of acceptance of any alternative or substitution, it shall be the responsibility of the contractor to coordinate such alternate or substitute items with all other items to be furnished, to assure the proper fitting together of all

items. Any additional cost incident to the coordination and/or fitting together with alternate or substitute items shall be borne by the contractor at no extra cost to the Town. Similar responsibility applies to items which are left to the contractor's option.

26. TECHNICAL SPECIFICATIONS

The technical specifications for this project are, unless specifically stated otherwise, based upon the New Hampshire Department of Public Works and Highways latest edition of "Standard Specifications for Road and Bridge Construction." Bidders are required to have a copy of the latest edition thereof and are responsible for being thoroughly familiar with them. Copies may be obtained from the Department Offices at the John O. Morton Building, Hazen Drive, Concord, New Hampshire.

27. PRE-CONSTRUCTION CONFERENCE

The contractor shall not commence work until a conference has been held at which representatives of the contractor and the owner are present.

BID FORM

PART A BID

Proposal of

(Hereinafter called "Bidder"), organized and existing under the laws of the State of

*

Doing business, a

*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 their 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 has pecuniary interest in this proposal or in the contract for the work which they proposes to do, that they have carefully examined the contract and specification and has informed themselves fully regarding all conditions pertaining to the site where the work is to be done and has carefully estimated the work. They understand 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 and drawings 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 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 them or mailed to them at the address hereinafter given, they 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: **HOT TOP**

Note

- a. All prices shall be written in ink. Unit prices shall be written in words & figures. In the case of discrepancy, the amount in words shall govern.
- b. All prices shall include the price of all the labor, equipment & materials required for carrying out the work in accordance with the Contract Documents.
- c. Items which are not bid shall be marked "NO BID".
- d. 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	APPROX. QUANTITY	UNIT	UNIT PRICE
1. Bituminous Pavement "Complete in Place"	4,400	TON	
_____ Dollars			
_____ Cents			
2. Tack Coat	2,500	Gallon	
_____ Dollars			
_____ Cents			
3. Cape Cod Berm	500	Linear FT	
_____ 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 _____, 2023.

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 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: a 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.

(Seal) _____ (L.S.)

Surety

By:

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 ,
2023, 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 the original 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-off which shall be deemed an original, the _____ day of _____, 2023.

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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, 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."

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

1. The CONTRACTOR will commence and complete the following: **Bituminous pavements complete in place. Tack coat, cape cod berm completes in place.**
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

Hot Top per Ton, Tack Coat per Gallon, Cape Cod Berm per Linear FT

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 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 price. 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

 Name: Rhonda Whittier
 (Please type)

By: _____
 Name: Jim Hoffman
 (Please type)

Title: Notary

Title: Highway Road Agent

(SEAL)

CONTRACTOR:

ATTEST:

By: _____

Name: _____
 (Please type)

Name: _____
 (Please type)

Address: _____

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

Documents based on the per item bid prices. Retention from progress payments will be in accordance with the general requirements.

8. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigners.

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

(SEAL)

OWNER

ATTEST:

Town of Pelham, New Hampshire

By: _____

Name: Rhonda Whittier
(Please type)

Name: Jim Hoffman
(Please type)

Title: Notary

Title: Highway Road Agent

(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.

END OF SECTION

GENERAL CONDITIONS

1. GENERAL
2. PAYMENTS
3. CHANGE ORDERS
4. PRE-CONSTRUCTION CONFERENCE
5. QUALITY CONTROL
6. MAINTENANCE OF TRAFFIC
7. ACCESS
8. TEMPORARY CONTROLS AND SERVICES
9. FINAL CLEANING
10. WARRANTY
11. NO PAYMENT FOR DELAY
12. LIQUIDATED DAMAGES
13. PERFORMANCE AND PAYMENT BONDS
14. INSURANCE
15. SUB-SURFACE CONDITIONS
16. PERMITS
17. WASTE MATERIAL DISPOSAL
18. 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 3:00 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 limit their use of the project premises for work, for storage, and for access to allow normal public use after normal work hours and all weekend and State Holidays.

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

All work shall be constructed in accordance with these Contract Documents, and State of New Hampshire Department of Transportation Standard Specifications for Highway and Bridges, most current edition. Local regulations shall take precedent over State specification, should any conflict be noted. All work listed in these general conditions shall be included in and incidental to the Contractor's single bid item price.

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/or State of New Hampshire, Department of Transportation, Standard Specifications for Highways and Bridges, most current edition.

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. The 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 1 to 2 Pelham Police Officers during certain phases of the construction project. The contractor shall arrange for obtaining and paying the police officers. The Owner shall determine the number of police officers.

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 workday and may not be disrupted before 7:00 a.m. of each workday. However, the Contractor may begin work at 7:00 a.m. and continue until 5:30 p.m., as long as traffic flow is maintained during these extended hours. At a minimum, one-way traffic must always be maintained.

6. TEMPORARY CONTROLS AND SERVICES

It shall be the contractor's responsibility to provide all temporary controls and services relative to the project, which they feel is necessary including but not limited to, water, solid waste, electricity, telephone, sanitary, lighting and vermin control. Additionally, erosion and sedimentation control and prevention shall be the Contractor's responsibility and will be of critical importance to the owner.

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 all in a legal, environmentally safe, and legitimate manner.

8. WARRANTY

The contractor shall warrant their 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 a 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 several 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 a 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, a security for the faithful performance/payment of all contractor's obligation 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, NH 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 thirty (30) day written notice is given to the owner. All insurance 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 coverage 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 Liability	\$ 1,000,000	(Combined Single Limit) Protective

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 Non-Hired Auto's Private or otherwise)	\$ 1,000,000	(B.I. – Per Person) Auto's, (P.D.)

General Liability

(Comprehensive premises Operations, explosion Productions, contractual Independent contractors, Board form property damage, Personal injury) (each occurrence) \$ 1,000,000 (B.I. & P.D. comb) (aggregate)

13. SUB-SURFACE CONDITIONS

Determination of sub-surface conditions is the sole responsibility of the contractor. The owner will make no determination regarding the existence or lack thereof bedrock, ledge, groundwater, utilities etc. It shall be the contractor's responsibility to satisfy themselves as to the existence, extent, and location of any and all subsurface conditions which might affect the design and the works.

14. PERMITS

It shall be the responsibility of the contractor to obtain all Federal, State, and Local permits which may be required and necessary to perform the work. The Town will assist the contractor, when possible, in obtaining said permits. The cost for any permits or fees associated with same shall be borne by the contractor.

15. WASTE MATERIAL DISPOSAL

The contractor shall be responsible for the disposal of all waste products resulting from the work. All materials shall be removed from the site and disposed of in an environmentally safe manner consistent with all applicable Local, State, and Federal laws.

16. 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 judgements 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. Reference Standards
2. Location
3. Thickness
4. Material
5. Preparation
6. Measurement
7. Payment

1. REFERENCE STANDARDS

All work shall be performed in accordance with State of New Hampshire Department of Transportation, (NHDOT), Standard Specifications for Road and Bridge Construction (latest edition). All asphalt mix designs shall be submitted as required by NHDOT Standard Specifications Division 300 and Division 400.

2. LOCATION

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

3. THICKNESS

The thickness of the shim shall be sufficient to level and restore a reasonable cross slope of the subject roadway.

The thickness of the overlay shall be no more than nor less than one inch (1") after compaction.

Base course shall be no more than nor less than two inches (2") after compaction.

Wearing course shall be no more than nor less than one inch (1") after compaction.

4. MATERIAL

The Shim course shall consist of NHDOT type F (3/8") or NHDOT type E (1/2") bituminous asphalt mix.

Overlay course shall consist of NHDOT type F (3/8") bituminous asphalt mix.

Base course shall consist of NHDOT type B (3/4") bituminous asphalt mix.

All mixes specified shall conform to NHDOT Standard Specifications for Road and Bridge construction (latest edition) Section 401; Subsection 2-Materials.

5. PREPARATION

All roads shall be swept clean with a power broom prior to application of the shim and/or overlay course. Sweeping shall be performed to the Town's satisfaction. At limits of new pavement, the existing pavement shall be cut with a milling machine and keyed at all town road locations to be determined by the Highway Road Agent which will provide a smooth transition.

Cutting will not be required at most of the private driveway locations to be determined by the Highway Road Agent but tacked with bituminous material where overlay is being applied.

All adjustments of existing frames and covers will be conducted by the Town Highway Department. Rocks will be removed by the Town from the road base.

6. 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.

7. 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

1.